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The Solicitors' Journal and Reporter.

LONDON, MAY 14, 1887.

CURRENT TOPICS.

THE LAND TRANSFER BILL was appointed for committee in the House of Lords on Tuesday last, but this stage was postponed on Monday until the 17th inst. It is understood that, as the result of the criticisms and suggestions which have been received since the Bill was circulated, a large number of amendments are likely to be proposed.

THERE IS A RUMOUR in well-informed quarters that the consent of the Treasury to the measures necessary for the appointment of a new judge of the Chancery Division is made conditional on a sufficient saving being effected in some of the legal departments to provide the amount of his salary; and this may possibly explain the *raison d'être* of certain inquiries now in progress.

THE GENERAL ORDER which we printed last week, which empowers the Assistant-Paymaster-General to accept India £3 10s. for India £4 per Cent. Stock in his hands, will take effect on a large amount of the latter Stock. In the last statement of securities in the hands of the Paymaster, it appears that he had then in court £3,852,039 India £4 per Cent. Stock. That sum would approximate to the amount at the present time in the hands of the Paymaster, as the court has ceased to allow investments in that Stock.

THERE APPEARS to be some misapprehension among solicitors as to the proper mode of delivering papers for the use of a judge. On several occasions recently, when Mr. Justice NORTH has asked for the minutes of the proposed judgment upon the hearing of a short cause, he has been informed by counsel that a copy of the minutes has been left for his use. Upon inquiry it has turned out that the copy has been left by the solicitor, not with the judge's clerk, but with Mr. GLOSTER, the cause clerk. It may be well, therefore, to remind solicitors that documents intended for the use of a judge should be left with his own clerk.

THE RUMOURS current with respect to the proposed amalgamation of the work of the several departments of the Chancery registrars, chief clerks, and taxing masters, point to a determination on the part of the authorities to effect such an amalgamation. We understand that the Lord Chancellor has appointed a committee, consisting of Mr. KENNETH MUIR MACKENZIE, Mr. L. L. PEMBERTON, Mr. CHARLES BURNETT, Mr. JOHN V. LONGBOURNE, Mr. BUDD, and Mr. RYLAND, for the purpose of devising the means of carrying out the report of Lord SELBORN's committee on the subject above referred to. It is understood that more than one scheme is being discussed by this committee, but it is obvious that, having regard to vested interests and the prospective changes of practice, they have a most difficult task before them, and it would seem that, in order

to bring any scheme of the kind proposed into early operation, an Act of Parliament will be required.

WE UNDERSTAND that a Bill, promoted by the Council of the Incorporated Law Society, will soon be introduced into Parliament to provide against the results likely to arise from the decision of the Court of Appeal in *Ex parte Stanford, Re Barber* (34 W. R. 507, 17 Q. B. D. 259), in which case, it will be remembered, a bill of sale was held to be void in consequence of the grantor being expressed to assign "as beneficial owner." The form of bill of sale containing these words had, previously to the decision in *Re Barber*, been largely adopted by the profession, and had been recommended for use by eminent conveyancing counsel; and it seems to be a great hardship that the holders of the securities made in this form should lose their money on account of a mere technicality. What appears to be required is a short Act making valid all bills of sale entered into before the date of the decision referred to (April 17, 1886) by providing that they should be construed as if the words "as beneficial owner" had not been inserted. The Act should not, of course, affect any proceedings under a judgment delivered before the passing of the Act. There seems to be a widespread impression that bills of sale are iniquitous engines used by money-lenders for the purpose of extortion, and no doubt in a good many small cases this is the case; but it should be borne in mind that in most of the manufacturing towns large loans are often wanted and obtained on trade machinery and plant.

IT IS TOO EARLY yet to venture any very confident opinion as to the probability of the Land Transfer Bill passing into law this session; but with Whitsuntide near at hand, and with the extremely backward state of Government business in the House of Commons, the chances are certainly against it. We do not think that a year's delay would be matter of regret. The Bill, as it stands, bears signs of rather hasty preparation; there has not been time for the deliberate consideration which a measure so far reaching in its consequences ought to receive; detailed criticism on points connected with the working of the Bill is almost impossible until the rules have been drafted, and the imperfections of the Act of 1875, which forms the basis of the Bill, have probably not yet fully come to light. The best thing which could happen would be that the Bill should this session be referred to a select committee, and that next session it should be split into two Bills—one dealing with the changes in the law of real property, and the other devoted to registration, the latter consolidating such portions of the Act of 1875 as it is considered desirable to retain.

MORTGAGEES will find themselves subject to an additional liability if the Tithe Rent-Charge Bill now before Parliament passes into law. By clause 10 the Bill defines "owner" to mean the "person for the time being receiving the rack-rent of the land, whether on his own account or as trustee for any other person, or who would so receive it if the lands were let at a rack-rent." Clause 2 renders the owner for the time being personally liable to the payment of the rent-charge and all arrears thereof. By sub-clause 4 of clause 3, judgments for payment of the arrears cannot be enforced against trustees for public or private purposes, but only against the property held in trust. It is clear that a mortgagee is not a trustee with the meaning of this sub-clause. It appears to be also clear that the provision in sub-clause (2) (a) of clause 10—that "where more than one person is owner," "each of such persons shall be severally liable for payment of the tithe rent-charge, but the person paying the same may, within two years after payment, recover from the other the just proportion which such other person ought to contribute"—does not apply to the case of a mortgagee in possession. The consequence is that, by the combined effect of clauses 2 and 10, a mortgagee in possession is the "owner" who is to be personally liable to the payment of tithe rent-charge. The practical result will be, it seems, that, if the Bill passes, intending mortgagees of land will have to allow a somewhat wider margin of value above their mortgage money. But in any case the provisions of

the Bill seem to be hard upon the present holders of mortgages upon land.

A CORRESPONDENT draws attention to the fact that vendors of lands taken for public purposes by public bodies, under Acts incorporating the Land Clauses Consolidation Act, appear to be included among the persons on whom the Land Transfer Bill would impose the duty of being registered as proprietors before selling them; and we would further observe that the damnable clause 2, (a), (the effects of which we discussed *ante*, p. 375), would clearly apply to any public body accepting a conveyance, without insisting on such vendor being so registered as a preliminary step. The wording of clause 2 leaves room for the contention, that the vendor would in such cases be liable to pay the costs of registration. Also it would seem that in case of a block occurring, owing to press of business, in the Land Transfer Office, the public body purchasing would be reduced to the alternative of paying purchase-money for a mere contract shorn of all the attributes which usually enable people to proceed upon contracts (and which would possibly be *ultra vires* also), or of deferring the execution of public works until the impediments had been cleared away. These difficulties could probably be somewhat lessened by suitable express provisions inserted in the Bill at some future stage, but the question also suggests itself—why should not such sales and purchases be exempted from the operation of the clause altogether? The purposes of the Bill would be sufficiently met by requiring the public body to register it, and when, it has occasion to sell to a private person. But to spend time and money in improving the facilities for selling the sites of newly-constructed public offices, gasworks, railways, and the like, or even in setting time running to cure possible defects in title which purchasers of superfluous lands from public bodies are always willing to shut their eyes to, would appear both a useless and a wasteful proceeding. The question whether the issue of debentures is "mortgaging land" within this same clause 2 is a further point of interest and importance suggested by the above reflections, and one to which we shall probably revert.

IT WOULD SEEM that one of the questions decided by Mr. Justice STIRLING on Saturday in *Re Jones* was not covered by any reported case; but the reason for this must surely have been that the question was treated as being free from doubt. Where a client obtains the common order to tax, he cannot dispute the retainer of the solicitor as to the whole of the bill of costs, because he is bound by the admission of retainer contained in the application; hence, if he desires to dispute the retainer as to the whole bill, he must obtain a special order giving him leave to do so (*Re Eldridge*, 12 Beav. 387; *Re Thurgood*, 19 Beav. 541). But how does this rule apply to the case of a solicitor obtaining the common order to tax in a case where his retainer is disputed? The client is in no way bound by the allegation of retainer in the application, and consequently is not debarred from objecting to the whole bill on the ground that there has been no retainer. How, then, in such a case, can the common order be improper? Mr. Justice STIRLING, in accordance with the practice in the taxing master's offices, held that in such a case the common order is proper. The other point in the case was one of fact rather than of law, but was of some general importance. Put shortly, the question was this:—A solicitor was appointed clerk to the commissioners of a reservoir at a salary of £15 a year, the resolution appointing him stating that this modest payment was "to be in satisfaction for his services in giving notices for payment of rates in arrear," &c., but was not to include "money out of pocket or law business arising out of the reservoir affairs, such as preparing conveyances or securities for money borrowed, prosecuting or defending actions." Did this appointment operate as a retainer of the solicitor (who, during his tenure for over forty-four years of office as clerk to the commissioners, had been paid several bills of costs in addition to his remuneration as clerk) as solicitor to the commissioners? Mr. Justice STIRLING held that it did not. The solicitor was, he said, "the officer of the commissioners at a yearly salary, with the expectation, no doubt, on both sides that he would be employed to transact such legal business as the commissioners might properly require, but without any retainer." The moral of the decision seems to be (particularly if

Lord Justice JAMES's well-known declaration in *Saffron Walden Building Society v. Bayner* (28 W. R. 687), that "there is no such thing and no such office" as "an official solicitor," applies) that solicitors who are clerks to public bodies should be careful to obtain an express retainer on each occasion of the transaction of business in respect of which they may have to send in a bill of costs.

IT IS STATED that Mr. Justice KAY's decision last week in *Tomkinson v. South-Eastern Railway Co.*, granting an interlocutory injunction to restrain the company from subscribing £1,000 to the Imperial Institute, is to be appealed against. We do not see how the learned judge could have refused the injunction consistently with the principles which have been laid down as to the exercise of this jurisdiction. "In order to entitle the plaintiffs to an interlocutory injunction," said Lord Justice CORRO in *Preston v. Luck* (33 W. R. 317, 27 Ch. D., at p. 506), "it is necessary that the court should be satisfied that there is a serious question to be tried at the hearing, and that, on the facts before it, there is a probability that the plaintiffs are entitled to relief." There can be no doubt as to the existence of the first of these requisites in the recent case; nor can anyone who considers Lord CRANWORTH's judgment in *Hawkes v. Eastern Counties Railway Co.* (5 H. L. Cas. 331)—where he says that "a statutory corporation, created by Act of Parliament for a particular purpose, is limited, as to all its powers, by the purposes of its incorporation as defined in its Act"—doubt that there was at least a probability that the plaintiff in the recent case was entitled to relief. We are disposed, therefore, to question the wisdom of an appeal from the recent order. But the question to be decided at the hearing is one of enormous importance, well deserving to be settled by the highest Court of Appeal. How far is a statutory corporation justified in expending its funds on objects only indirectly conducive to the purposes defined in its Act? Everyone knows that the great railway companies have for years been in the habit of contributing to objects which are considered likely either to bring traffic to their lines or to benefit their servants, and the tendency of the cases has been to shew that such expenditure as a benevolent employer would be likely to make (see *Hampson v. Price's Patent Candle Co.*, 24 W. R. 754), and expenditure in pursuance of "the generally received method of conducting a business" (*Taunton v. Royal Insurance Co.*, 2 Hem. & M. 135) are justifiable; but we are not aware that the cases have hitherto gone further than this.

WE LEARN that the Lord Chief Justice the other day took occasion to renew his protest against the style of the House of Lords in its judicial capacity as decreed by the Appellate Jurisdiction Act, 1876—viz., "Her Majesty the Queen in her Court of Parliament." This nomenclature was, it appears, adopted by Lord CAIRNS "in opposition to the opinions of several of her Majesty's judges." From the historical point of view the accuracy of the description may be questioned, but it is clear that, under the Act of 1876, the House of Lords in its appellate capacity is not less the "Court of Parliament" than it was before that Act, inasmuch as section 5 does not exclude peers not having the qualification mentioned in that section. It is stated in the *Annual Practice*, 1887 (p. 68), that, in *Bradlaugh v. Clarke* (31 W. R. 677), Lord DENMAN, a peer not so qualified, took part in the hearing, voting with the minority.

THE HOUSE OF LORDS cannot be accused of legislative inactivity this session. They have already sent fifty-one Bills to the Commons, including such important measures as the two Lunacy Bills, the Law of Evidence Amendment Bill, the Glebe Lands Bill, the Railway and Canal Traffic Bill, the Solicitors (Ireland) Bill, and the Sheriffs (Consolidation) Bill. Fourteen Bills are at present in progress in the House.

At the Exeter Assizes, on the 6th inst., Joseph Edward Curteis, solicitor, pleaded guilty to eight indictments for forgery, embezzlement, and stealing, and was sentenced to five years' penal servitude.

THE INCIDENCE OF ADMINISTRATION COSTS.

III.

We were discussing last week the matters which are not included in the costs falling on the residuary personal estate, and we saw that such costs did not include (a) the costs of determining questions arising with regard to, and relating exclusively to, a legacy or trust fund after it has been "severed from the bulk of the estate." We have now to add that the costs falling on the residuary personal estate will not include:—

(b) *The extra costs occasioned by legatees having assigned or incumbered their legacies or shares.* In an administration action each legatee and his assignee or incumbrancer are entitled to one set of costs only (*Greedy v. Lavender*, 1848, 11 Beav. 417; *Re Bright's Trusts*, 1855, 3 W. R. 544; *Remnant v. Hood*, 1860, 27 Beav. 613). "It would be a great hardship and injustice," said Romilly, M.R., in *Greedy v. Lavender* (*ubi supra*), "to make those who retain their shares in the funds contribute to the expenses of other persons who, for their own convenience, and by their mode of dealing with their shares, have occasioned additional expenses." Accordingly he allowed one set of costs only to each legatee, and then gave the costs which the assignor would have had if he had made no assignment to his assignee. The same rule applies where the legatee has assigned or incumbered a part only of his legacy or share, the assignee or incumbrancer being allowed his costs in full out of the sum allowed for costs (*Turner v. Gowdon*, 1871, 19 W. R. 403). It is not very easy to see how this rule is to be completely applied in the case of the administration of an estate out of court, but it is conceived that in strictness any extra costs occasioned by ascertaining the title of an assignee or incumbrancer ought to come out of the legacy or share which has been assigned or incumbered.

(c) *The costs exclusively occasioned by the administration of the real estate of the testator not devised so as to form a mixed fund with the personality.* Such costs are to be borne by the real estate exclusively (*Patching v. Barnett*, 1881, 51 L. J. Ch. 74; *Re Middleton, Thompson v. Harris*, 1882, 30 W. R. 293, 19 Ch. D. 552). There has been a singular change in the current of decision on this subject. In *Ripley v. Moysey* (1837, 1 Keen, 578), Lord Langdale, M.R., held that "all costs and charges occasioned by the will" should be paid out of the residuary personal estate, although some of them were incurred in proceedings affecting the real estate only. In *Pickford v. Brown* (1856, 2 K. & J. 426, 436) there were two suits to obtain the decision of the court upon the construction of a will, one as to the testator's real, and the other as to his personal, estate. Wood, V.C., directed that the costs of both suits should be paid out of the residuary personal estate of the testator. The same rule was adopted by Romilly, M.R., in *Stringer v. Harper* (1859, 26 Beav. 585), and by Kindersley, V.C., in *Randfield v. Randfield* (1863, 11 W. R. 847), though he remarked that "if the matter were *res integra* his tendency would be to hold that, inasmuch as the real estate went one way and the personal estate another, so far as the costs were incurred by determining the rights of the real and personal estates, *prima facie*, those two estates ought to bear some portion of the cost." There was, therefore, a series of decisions of eminent and careful judges, extending over a period of between forty and fifty years, in favour of the view that the costs falling on the residuary personality should include the costs of administering the real estate. On the other side there were only *Sanders v. Miller* (1858, 25 Beav. 154), which seemed to have been decided on the mistaken supposition that the testator had formed a mixed fund of real and personal estate, and a case of *Barnwell v. Iremonger* (1860, 1 Dr. & Sm. 242, 258), in which it was held that special costs incurred in relation to the real estate, irrespectively of the personality—*e.g.*, the costs incurred in selling part of the real estate—ought to be charged on such real estate. The costs of the suit generally were directed to be paid out of the personal estate, but the costs and expenses of the sale were directed to be borne out of the particular estate sold.

It is not surprising that, in this state of the authorities, Fry, J., in *Re Middleton, Thompson v. Harris* (*ubi supra*), should have felt himself bound to decide that the entire costs of an action for the administration of real and personal estate should be borne by the residuary personal estate. He said that, in his opinion, "Vice-

Chancellor Kindersley was well founded in the observation he made in *Randfield v. Randfield* (*ubi supra*), that 'there was no case in which, there not being a mixed fund by conversion, the court had determined that there should be an apportionment.'" Shortly after Mr. Justice Fry's decision, however, the question came before the Court of Appeal in *Patching v. Barnett* (*ubi supra*), when Jessel, M.R., laid it down that, "in the administration of real and personal estate, the modern rule is that the costs exclusively occasioned by the administration of the real estate are thrown upon the real estate; and the general costs of suit are borne by the personal estate. But what I will call the increased costs arising from administering the real estate are, as a rule, thrown upon the real estate; and the court has been in the habit for several years past of apportioning those costs between each estate at the hearing." Accordingly, when *Re Middleton, Thompson v. Harris* was afterwards brought before the Court of Appeal, Mr. Justice Fry's decision was reversed, and it was held that the costs of administration, so far as they had been increased by the administration of real estate, should be borne by that real estate. The rule must, therefore, now be taken to be settled that, where real and personal estate are not devised and bequeathed so as to form a mixed fund, the administration costs exclusively relating to the real estate—*e.g.*, the costs of settling the construction of the devise in the will—will fall on such real estate. This appears to be a considerable inroad on Lord Thurlow's doctrine that, "wherever a testator has expressed himself so ambiguously as to make it necessary to come into this court, his general assets must pay the costs" (*Jolliffe v. East*, 1789, 3 Bro. C. C., at p. 27; see also *Wilson v. Brownsmith*, 1803, 9 Ves. 180).

(d) *The costs of investment in the purchase of land under a direction in a will to accumulate and lay out a specified sum of money in the purchase of land.* Such costs are payable out of the sum directed to be invested (*Gwyther v. Allen*, 1842, 1 Hare, 505). The reason for this decision seems to have been that the sum specified was the extent of the gift for the purpose of the investment, and that to give the costs of the investment would be to enlarge the gift. It is presumed that a similar rule is applicable to a direction to executors to invest a sum of money in the purchase of stock in the name of a legatee.

(6) *Where real and personal estate are devised and bequeathed so as to form a mixed fund, the administration costs will be apportioned between the real and personal estate according to their relative values* (*Walter v. Maunde*, 1815, 19 Ves. 423, 429; *Christian v. Foster*, 1846, 2 Phil. 161). In the last-mentioned case the question was raised whether, instead of a direction that the costs should be paid out of the realty and personality according to their value, there should not be a direction to separate the costs, and to pay so much as had arisen on account of the real estate out of the realty, and so much as had arisen on account of the personal estate out of the personality, but Lord Cottenham, C., said that "the inquiry asked—How much of the costs had been incurred in respect of the real and how much in respect of the personal estate?—would be attended with great difficulty, nearly all the proceedings being common to both," and he affirmed the direction of the Master of the Rolls, that the costs should be paid rateably out of the realty and personality according to their value. This rule applies where, owing to the dispositions of the will having failed for want of objects to take, the real and personal estate go in different directions. This state of things occurred in *Christian v. Foster* (*ubi supra*); and in his judgment Lord Cottenham deals as follows with the question:—"It must be observed that, although during the lives of the tenants for life the funds were kept separate, they were united and blended upon the death of the survivor; and, had not the dispositions of the will failed for want of objects to take, the proceeds of the realty and personality would from thenceforth have formed but one fund. The testator directed their union; events which he did not contemplate have prevented it. What, in such cases, is the rule as to costs? There is no question here as to residue, for both parts of the fund were intended to be given, and in both the gifts have failed for want of objects. Why, in such a case, is one part of the fund only to bear the costs of litigation common to both? Assuming, therefore, that these cases are still law (which there seems to be no reason to doubt), there is this somewhat anomalous state of things: If, owing to the failure of a testator's dispositions, his real and personal estates go in different directions, the costs of

administration of both the real and personal estate will be apportioned between the persons entitled to each in proportion to their relative value. If, on the other hand, a testator's real and personal estates go in different directions under the dispositions of his will, the costs will fall upon the property in respect of which they have been incurred.

REVIEWS.

COUNTY COURT FORMS.

A COUNTY COURTS FORMULIST. By RICHARD AUSTEN DALE, Solicitor. William Clowes & Sons (Limited).

This is a book which supplies a want rather widely felt, and, we are glad to say, supplies it very efficiently. It contains a singularly complete collection of forms for use in proceedings in the county courts, whether under their ordinary, equitable, or special statutory jurisdictions, other than admiralty and bankruptcy. The forms commence with examples of forms in ordinary proceedings; then follow forms relating to the officers of the courts; to solicitors; to the control exercised by the High Court over the county court; and then we come to a most elaborate collection of forms relating to all the proceedings preliminary to, and needed in the course of, and subsequently to, an ordinary action. Next there are given forms in proceedings in actions and matters of a special nature; and, lastly, we have the forms relating to proceedings under the jurisdiction in equity. The forms we have examined are accurate, and we can speak in high terms of the notes and directions which are added on the different subjects. They are concise, practical, and thoughtful, and collect and state with care and intelligence the material decisions on practical points. The work constitutes an admirable companion to the standard books on county court practice, and may be commended to the notice of practitioners.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I do not observe in the Bill, or in the remarks of the learned author of your recent articles upon this subject, any reference to the effect of the proposed compulsory registration before selling (see clause 2 of the Bill) on the taking of land for public purposes under Acts incorporating the Lands Clauses Consolidation Acts.

This is a matter of some importance to all public bodies, railway companies, &c., engaged in carrying out undertakings of a public nature; and the proposed legislation should, at any rate, make it clear, by express enactment, what is intended on this point.

It appears to be clear that all compulsory powers should be preserved intact; and the effect of requiring a preliminary registration of title, in cases of an agreement to sell to a public body, before a conveyance could be taken would, to say the least, be to very seriously hamper, if not to bring to a dead lock, the existing somewhat complicated machinery of the Lands Clauses Acts, and great delay and loss might be occasioned, without, it is submitted, any compensating advantage.

Perhaps, sir, in a future number you may kindly favour the profession with some remarks upon this portion of the subject.

Spring-gardens, S.W., May 9.

F. H. BARTLETT.

[See observations under head of "Current Topics."—ED. S.J.]

THE CHANCERY DIVISION.

[To the Editor of the Solicitors' Journal.]

Sir,—It is generally admitted that the appointment of an additional judge for the trial of witness causes in the Chancery Division would be of great benefit to the suitors; but we live in days when "economy" is not only talked about: it is to be realized and practically studied. It is to be hoped that the question of economy will be subordinated to the interests of the suitors. There is ample scope for the study of economy in other directions. The abolition of "Divisional Courts" in the Queen's Bench Division would enable the authorities to create more judges of appellate rank; and set at liberty other judges for the trial of actions all the year round. The judges so set free would keep under the work of the Queen's Bench Division. The additional appellate judges would keep down the appeals of both divisions; and in consequence the chambers would have more work to do, and the suitors' fees would be greatly increased.

The new judge required in the Chancery Division, I would most respectfully submit, should be appointed from the equity bar. The common law judges at present number fifteen, the chancery judges only five.

There can be no doubt that economists are startled when it is proposed to increase the number of the judges; but it must be apparent that, although there are so many judges in the Queen's Bench Division, there are so few in the Chancery Division. To get rid of the "Divisional Courts" should be the anxious desire of every economist, the more so as these courts are not appellate courts in the full sense of the word. Some of the judges might well be taken from the Queen's Bench Division to form an Appeal Court No. 3, or be added to the present Appeal Courts No. 1 and No. 2.

The scheme for amalgamating the offices of chancery taxing masters and registrars with that of the chief clerks of the chancery judges I hope will be resisted. I do not believe it would work so well as the present system, by which there is a division of labour which is beneficial to the suitors, and to destroy which would, I believe, be the reverse.

If it should be determined to give a staff of chief and other clerks to Mr. Justice Kekewich, and "economy" stands in the way, I think that might be got over by appointing only two chief clerks and dividing the alphabet by two instead of three; the principal clerks, or as they are called by classification, "first class clerks," might be selected from the chambers of the existing chief clerks, and a sufficient number of second class clerks from those chambers who are qualified for promotion might be appointed first class clerks to Mr. Justice Kekewich. This might more easily be done as, by reason of the decline in the number of orders directing administration accounts to be taken in chambers, many of the clerks who were appointed to take, or who usually did take these accounts, could easily be spared, and might devote their energies to the work of the chambers of Mr. Justice Kekewich.

JAMES RAWLINSON.

Upper Holloway, N., May 11.

CASES OF THE WEEK.

WALBROOK & CO. v. JONES AND LEWIS—C. A. No. 1, 9th May.

PRACTICE—APPOINTMENT OF RECEIVER ON EX PARTE APPLICATION—R. S. C., 1883, L., 15a.

This was an appeal from a divisional court (Day and Wills, JJ.). The plaintiffs had recovered judgment against the defendant Lewis for £108, but the sheriff was unable to levy execution. They accordingly applied to Manisty, J., at chambers to appoint a receiver of Lewis's salary; but the application was refused. They then applied, *ex parte*, to the Divisional Court, who granted the application, and appointed a receiver of the whole of Lewis's weekly salary. It appeared that Lewis was a managing clerk to a firm of solicitors at a salary of £4 per week. It was now urged on his behalf that the order for a receiver ought not to have been made in his absence, and that this was not a proper case for making such an order.

The Court (Fry and Lopes, L.JJ.) allowed the appeal. Fry, L.J., said that orders of this kind affecting a person's maintenance and livelihood ought not to be made in the absence of the defendant. The court had no doubt jurisdiction to make an order for a receiver upon an *ex parte* application, but that jurisdiction ought to be exercised with the greatest caution, and only in cases of emergency. The order was borrowed from the Chancery practice, and it was there almost unknown to make such an order on an *ex parte* application. The mere fact that Lewis had refused to assist the sheriff in levying execution on his goods by declining to open the door to him was no ground for making such an order against him in his absence. It was the duty of the court under ord. 50, r. 15a, to itself such an order would be just or convenient. In this case it would fulfil neither of those requisites since it gave equitable execution against the whole of Lewis's means of maintenance. It would, therefore, make it impossible for him to continue in his employment, and would thus defeat its own ends by destroying the very fund it was intended to receive. Lopes, L.J., said he wished entirely to indorse the remarks of Lindley, L.J., in *Lucas v. Horrie* (35 W. R. 112, 18 Q. B. D. 127), where he said, "*ex parte* applications for a receiver ought not to be granted even after judgment except in cases of emergency, and it is desirable that this rule should be borne in mind, and not be lightly departed from."—COUNSEL, Lewis Edmunds; J. E. Banks. SOLICITORS, Maddison; Mason & Trotter.

Re THE LANCASHIRE COTTON SPINNING CO., *Ex parte* CONELLY—C. A. No. 2, 5th May.

COMPANY—WINDING UP—DISTRESS FOR RENT—LEASE OF COURT—ATTORNEYS' CLAUSE IN MORTGAGE—COMPANIES ACT, 1862, ss. 87, 163.

The question in this case was whether, notwithstanding the winding up of a company, leave ought to be given to the mortgagees of property of the company to distrain for rent due to them by virtue of an attornment clause in their mortgage deed. The mortgage was for £22,000 on certain cotton mills belonging to the company and the machinery therein. The deed contained a clause by which the company attorned tenants to the mortgagees at an annual rent of £1,595. In November, 1885, an order was made to wind up the company, and the official liquidator remained in

possession of the mills with the view of selling them as a going concern. He expended money in keeping up the mills and the machinery, but he did not actually work them. The mortgagees acquiesced in this arrangement, believing it to be for the benefit of all parties interested. The mortgagees applied to the court for leave to distrain for a year's rent due under the attornment clause on the 31st of December, 1886. North, J., refused the application.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that, in order that such an application should be granted, some special circumstances must be shown justifying the court in depriving the company's creditors of the benefit of section 163. In his lordship's opinion the landlord was bound to shew, either that there was some special equity making it unjust that he should not be allowed to distrain, or that the premises had remained in the occupation of the liquidator for the sole benefit of the company. In the present case no special equity in favour of the mortgagees had been proved, and it was clear from the evidence that the premises had remained in the occupation of the liquidator for the joint benefit of the company and the mortgagees. Moreover, a mortgagee with an attornment clause did not stand in so favourable a position as an ordinary landlord. LINDLEY and BOWEN, L.JJ., concurred.—COUNSELL, *Buckley, Q.C.*, and *Phipson Beale; Napier Higgins, Q.C.*, and *Chadwyck-Healey*. SOLICITORS, *Field, Reece, & Co.*, for *Sigby & Clayton*, Oldham; *Gregory, Rowcliffe, & Co.*, for *A. & G. W. Fox*, Manchester.

APTHORPE v. APTHORPE—C. A. No. 2, 11th May.

NAVAL OFFICER—ASSIGNABILITY OF PAY—ATTACHMENT FOR COSTS.

The question in this case was whether the full pay of an officer in the Royal Navy on active service could be attached for the payment of his wife's costs of a divorce suit. Section 141 of the Act 44 & 45 Vict. c. 58 expressly makes void any assignment of the deferred pay of any officer in the army, but section 5 of the Act 38 and 39 Vict. c. 73, applies only to assignments of the pay of a "subordinate officer, seaman, or marine in the navy," and not to assignments of pay made by commissioned officers. In the present case the husband was a surgeon in the navy on active service, his rank being that of a lieutenant. The wife sought to attach his pay for the payment of her costs in the suit, which he had been ordered to pay and had not paid. But, J., held that the pay could not be attached.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that, assuming that the pay of an officer in the navy was not protected by statute from assignment, he thought that it was protected by the general law. The pay was intended to keep the officer in a position to discharge his duties properly. It had been held that an officer's half-pay could not be assigned. And if half-pay, which was intended to keep the officer in a proper position to discharge his duties, when he should be called on to do so, could not be assigned, it followed that full pay, which was given to the officer to enable him to discharge his present duties, could not be assigned. And if the pay could not be assigned, it would be equally wrong to attach it by any order of the court. LINDLEY, L.J., was astonished that the question should have been raised. If half-pay could not be assigned, it would be a startling thing if full pay could. BOWEN, L.J., said that an assignment or attachment of an officer's pay would be contrary to public policy.—COUNSELL, *Bargrave Deane; Scaris*. SOLICITORS, *Langlois & Bidon; Bramall & White*.

CHARLES v. JONES—Kay, J., 7th May.

MORTGAGEE—POWER OF SALE—INTEREST ON SURPLUS PROCEEDS OF SALE—COSTS OF INQUIRIES.

A mortgagee in possession sold the mortgaged property in 1884 under a power of sale contained in the mortgage. In an action brought against him for an account, he admitted that £600, and that only, was due from him in respect of rents and profits and surplus proceeds of sale, and he subsequently paid this amount into court. The chief clerk, by his certificate, found that, in addition to this, there was due from him a further sum of £591 3s. 11d. The question was whether he ought to pay interest on these two sums from the date of the completion of the sale, and whether he ought to have his costs of the inquiries.

KAY, J., said that he could not, under the circumstances, give the mortgagee his costs of the inquiries. The mortgagee was in the position of a trustee of the surplus proceeds of sale, and ought to have paid them into court if he did not know to whom to pay them, or, at least, to have set them apart so as to be fruitful. He must, therefore, pay interest at four per cent. on the surplus from the date of the completion of the sale.—COUNSELL, *Ince, Q.C.*, and *Ruscon*; *Marten, Q.C.*, and *Arkell*; *Renshaw, Q.C.*, and *Ford*. SOLICITORS, *Mead & Dabney; R. Blackett Jones; W. F. Barton Browne*.

TOMKINSON v. SOUTH-EASTERN RAILWAY CO.—Kay, J., 6th May.

COMPANY—APPLICATION OF COMPANY'S FUNDS—SUBSCRIPTION BY RAILWAY COMPANY TO IMPERIAL INSTITUTE—ULTRA VIRES.

This case raised the question whether it was *ultra vires* of a railway company to subscribe moneys of the company, by way of donation or otherwise, for the purposes of the Imperial Institute. At a meeting of the proprietors of the defendant railway company, held on the 5th of March last, to consider a circular issued by the Executive Council of the Imperial Institute, which invited railway companies to subscribe to the funds of the Institute, a resolution was passed, by which the directors were authorized "either by way of donation from the company, or by an appeal to the proprietors, as they may be advised, to subscribe the sum of £1,000 to the

Imperial Institute: provided that any shareholder who declines to be a party to any such donation shall have his proportion returned to him by his next dividend warrant." This resolution was carried by a large majority. The plaintiff was not present at the meeting, but after reading a report of the proceedings, he wrote to the secretary of the company, on the 11th of March, protesting against the company's funds being applied as was proposed, and threatening legal proceedings. The secretary replied, pointing out that the directors were accustomed to act in obedience to the orders of their shareholders, and not otherwise, and that, having regard to the amount of the plaintiff's holding, his proportion of the subscription would be about 13d. After further correspondence the plaintiff commenced this action, and now moved for an injunction to restrain the company from subscribing the £1,000 in the manner proposed. In opposition to the motion, the general manager of the company made an affidavit stating that, in recommending the proprietors to contribute to the funds of the Institute, the directors desired to further its establishment in the belief that a great number of visitors would be thereby drawn from the districts served by their railway, and their traffic largely increased; and that, inasmuch as the previous exhibitions at South Kensington had, by the issue of through tickets from their system of railways, increased the traffic revenue of the company by many thousand pounds, the directors believed that the establishment of the Institute at South Kensington would lead to a similar result. Further, that railway companies in general had been accustomed to contribute to the funds of objects likely to encourage traffic upon their lines, such as race-meetings and regattas, and also to hospitals and other public institutions which might benefit their servants. It was contended, on behalf of the defendant company, that the proposed subscription, being conducive to the prosperity of the railway, was not *ultra vires*, on the authority of the cases of *Townton v. Royal Insurance Co.* (13 W. R. 549, 3 H. & M. 135), where it was held to be within the power of insurance companies to pay in their discretion risks which they were not legally liable to pay; *Hampson v. Price's Patent Candle Co.* (24 W. R. 754), where a payment by the directors of extra wages to the company's workmen was allowed; and *Hutton v. West Cork Railway Co.* (31 W. R. 542, 32, 23 Ch. D. 654), where a similar gratuity would have been allowed if the company had still been a going concern.

KAY, J., said that he had no doubt that it was the duty of the court to grant the injunction. It was well settled that, if a proposed act were outside the powers of a company, any shareholder might ask the court to stop it, and the court had no discretion in the matter. In this case, so far as his lordship was informed, the Imperial Institute had no more connection with the railway company than the exhibition of pictures at Burlington House, or at the Grosvenor Gallery, or Madame Tussaud's, or any other exhibition in London. The only ground suggested for allowing the proposed payment was that the traffic would be thereby increased; but this result would follow from any exhibition which people wished to see, and, as he understood the law, to apply the funds of a railway company towards such an exhibition would clearly be improper. The proposed payment was, therefore, in his opinion *ultra vires*. The resolution provided that any shareholder who objected to the donation should have his proportion returned to him; but a shareholder had a right to say that he did not want his money spent in this way at all, and that he objected to the whole of the proposed expenditure. The cases cited were really authorities against the company. In *Townton v. Royal Insurance Co.* it was shewn that risks, for which insurance companies were not legally liable, had long been considered by managers to be payable at their discretion, and were paid in order to impress the public with an idea of their liberality. He had always considered that this case had carried the doctrine of vesting such a discretion in directors to the very verge to which it could go, and that the court merely meant to decide that it would not restrain one company from doing what others had always done. The other cases only held that directors who, acting as good masters often did, gave extra wages to workmen with whom they were satisfied in order to encourage them in diligent and faithful service, were not acting beyond their powers. None of these cases touched the present one, and he should be the last judge on the bench to extend their meaning. It was important to keep incorporated companies within the limits of their powers, and the court had always done so. To argue from the cases cited that any expenditure which would indirectly conduce to the prosperity of a company was *ultra vires* was an extravagant proposition. No kind of objection could be made to inviting the proprietors to subscribe out of their own funds, as was authorized by the resolution, but the other alternative of a donation from the company's moneys was *ultra vires*.—COUNSELL, *A. Young; Sir E. Webster, A.G.*, *O. T. Mitchell*, and *Worsley Taylor*. SOLICITORS, *J. W. Reynolds; W. R. Stevens*.

BARTON v. NORTH STAFFORDSHIRE RAILWAY—Kay, J., 7th May.

PRACTICE—EVIDENCE DE BENE ESE—FORM OF ORDER—R. S. C., 1883, XXXVII, 5.

In this case the proper form of an order for the examination of witnesses *de bene esse* came under the consideration of the court. The object of the action was to compel the defendant company to replace certain sums of stock which the plaintiff alleged had been transferred out of his name by means of a forged transfer. One of the witnesses who had attested the execution of the transfer being dangerously ill, the plaintiff moved, *ex parte*, that his examination might be taken *de bene esse*.

KAY, J., in granting the application, observed that he was surprised to find that the form of order given in *Seton on Decrees* (4th ed., p. 1686) contained the words: "And it is ordered that the plaintiff be at liberty to give such depositions in evidence at the trial of this action." &c. In his opinion these words ought not to be inserted, for at the trial the

witness might be capable of being examined, and it would then be necessary for the plaintiff to show that he was incapable of being examined before leave would be given to use the evidence. In other respects the form of order given in *Seton* on Decrees was correct. His lordship, in reply to a question whether the order should direct a special examiner, said that the matter would go to the examiner in rotation.—COUNSEL, *Whitaker*. SOLICITORS, *Stephens & Stephens*, for *Henry Hand*, *Maadlesfield*.

BOLTON v. MILLS—Chitty, J., 6th May.

PRACTICE—MORTGAGE AND MORTGAGEE—FORECLOSURE ABSOLUTE—RECEIVER UNDISCHARGED.

This was a motion for foreclosure absolute. It appeared that a receiver had been appointed in the action, and that the plaintiff had written to the defendants, stating that the receiver had received up to date a sum of some £500, and had expended some £100, and that the plaintiff was willing to take such amount, and any further amount which should be received by the receiver, in reduction of a sum of £5,000 found due to the plaintiff by the chief clerk's certificate, and was willing also to allow a deduction to the defendants of a sum of £500 if the residue of the £5,000 should be paid at or before the date fixed for foreclosure absolute. It was stated that the mortgaged property was deficient, and that no answer had been received to the plaintiff's letter, and that the plaintiff had served on the defendants notice of the present motion. It was stated that the plaintiff had adopted the above-mentioned course as a means of obviating the difficulties arising from the decision in *Jenner-Fust v. Noddham* (31 Ch. D. 500).

CHITTY, J., said that although there was nothing to show that the defendants had accepted the plaintiff's offer, yet he should make an order as asked, and the defendants might, if they thought fit, move to discharge the order. He would make the order more readily because the defendants had had notice of the motion.—SOLICITORS, *Harvey, Oliver, & Capron*, for *A. C. Newey*, *Birmingham*.

Re MORGAN, OWEN v. MORGAN—North, J., 6th May.

R. S. C., 1883, XIX., 27—STRIKING OUT EMBARRASSING PLEADING—INCONSISTENT ALTERNATIVE DEFENCES.

This was a summons by the plaintiffs, under rule 27 of order 19, to strike out some of the defences raised by the defendant in his statement of defence, on the ground that they tended "to prejudice, embarrass, or delay the fair trial of the action." The action was brought by the administrators of a wife against the executor of her husband, claiming to recover from the husband's estate certain sums of money which they alleged that he had received on trust for the separate use of the wife. By his statement of defence the defendant denied that the husband had ever received the moneys in question, and said that, if he had received them, he had not received them upon any trust. The defendant also alleged in the alternative that, if the moneys had been received, they had been repaid to the wife, or that she had made a gift of them to her husband. The defendant also pleaded accord and satisfaction, set off, and the Statute of Limitations and delay. The plaintiffs asked that the defences of repayment, gift, accord and satisfaction, and set off might be struck out as embarrassing and inconsistent.

NORTH, J., held that the defendant was not entitled to plead inconsistent alternative defences of fact, and that the defence was embarrassing; but he gave the defendant leave to amend.—COUNSEL, *Coxens-Hardy*, Q.C., and *B. Eyre*; *Upjohn*. SOLICITORS, *Crouch, Spencer, & Edwards*; *Morgan, Son, & Upjohn*.

FRASER v. PROVINCE OF BRESCIA STEAM TRAMWAYS CO. (LIM.)—Kekewich, J., 2nd May.

PRACTICE—COSTS—"HIGHER SCALE"—R. S. C., 1883, LXV., 9—PERSONAL ORDER ON LIQUIDATOR TO PAY COSTS.

In this case two questions arose with reference to the costs of the action, which had terminated in favour of the plaintiffs. The first question was whether the plaintiffs' costs ought to be taxed on the higher scale; the second was whether the liquidators of the defendant company should be ordered personally to pay the costs of the action incurred since their appointment. The action was of a complicated nature, involving the consideration of a number of foreign contracts and judgments; the subject-matter being a sum of about £4,500.

KEKEWICH, J., hoped that some guide would soon be afforded for the application of ord. 65, r. 9. Here there was admittedly no "urgency." The meaning of "importance" was not plain, it could not be confined to importance in a public point of view, nor could it refer merely to the value of the property in dispute; at any rate, the amount at stake in this action was not enough to enable him to award costs on the higher scale under that head. But under the head of "difficulty" his lordship thought that the comparative simplicity of the case as actually presented to the court was the result of special industry and learning and much time and expense employed in preparing it for trial. He therefore made a direction empowering the taxing master to allow all or any part of the plaintiff's costs on the higher scale, if he thought fit, on the ground of the "nature" or "difficulty" of the case. On the second question, his lordship said he should have had no doubt but for the dictum of Mellish, L.J., in *Ex parte Angerstein* (9 Ch. 479), and a passage in the judgment in *Pitts v. Le Fontaine* (6 App. Cas. 482). However, these remarks must be taken to refer to cases where liquidators were actually personally parties to litigation, as in the various applications in a winding up, and not to cases such as this, where they were merely suing or defending in the name and on behalf of the company. In the latter case they were in a different position from that of a trustee in bankruptcy, who was always

nominal and personally a party; and the court could not make a personal order for costs against the liquidators where, as here, they were only sued in the name of the company. The order for costs must therefore be in the ordinary form against the company only.—COUNSEL, *Warrington, Q.C.*, and *G. F. Hart*; *Barber, Q.C.*, and *Turnand*. SOLICITORS, *M. Abrahams, Son, & Co.*; *Hurford & Taylor*.

BANKRUPTCY CASES.

Re BETTS, Ex parte THE BOARD OF TRADE—C. A. No. 1, 2nd May.

BANKRUPTCY—REALIZATION OF BANKRUPT'S ESTATE—DUTY OF BANKRUPT TO AID IN REALIZATION—CONTINGENT REVERSIONARY INTEREST—MEDICAL EXAMINATION—POLICY OF INSURANCE—ORDER OF DISCHARGE—BANKRUPTCY ACT, 1883, ss. 24, 28.

The question in this case was whether it was the duty of a bankrupt, part of whose property consisted of a contingent reversionary interest, to submit to a medical examination to enable the trustee in the bankruptcy to insure his life, and then sell the reversionary interest with the policy. The bankrupt was entitled to a contingent reversionary interest in the event of his surviving his mother, who was aged sixty-nine. The trustee had an opportunity of selling this interest for £800 if the bankrupt's life could be insured, and the trustee called upon the bankrupt to submit for this purpose to a medical examination. The bankrupt refused. Before the bankruptcy he had tried to raise money upon the reversionary interest for the purpose of carrying on his business, and at that time he submitted to a medical examination for the purpose of insuring his life, and his life was accepted, but the insurance was not carried out. The bankrupt applied for an order of discharge, and the official receiver reported that, to the extent of refusing to submit to a medical examination, the bankrupt had failed to aid to the utmost of his power in the realization of his property as required by sub-section 3 of section 24 of the Bankruptcy Act, 1883. Mr. Registrar Giffard, on the authority of *Ex parte Bullock* (16 Q. B. D. 698), in which Cave, J., held that a bankrupt could not be ordered to submit to a medical examination for the purpose of insuring his life, declined to take this refusal into account, but suspended the bankrupt's discharge for six months on another ground. The Board of Trade and the trustee appealed. It was contended that the bankrupt had not complied with sub-section 2 of section 24, which requires that a debtor shall "generally do all such acts and things in relation to his property and the distribution of the proceeds amongst his creditors as may be reasonably required by the official receiver, special manager, or trustee, or may be prescribed by general rules, or be directed by the court."

THE COURT OF APPEAL (Lord ESHER, M.R., and FRY and LORRE, L.JJ.) affirmed the decision, FRY, L.J., dissenting. Lord ESHER, M.R., said that the question was not whether the conduct of the bankrupt was reasonable, but whether it was brought within the Bankruptcy Act, 1883 Section 28 said that "the court shall take into consideration a report of the official receiver as to the bankrupt's conduct and affairs, and may grant, or refuse, or suspend the order of discharge." In his lordship's opinion, "conduct" there referred to, if it did not come within the cases specified in section 28, must be something mentioned in section 24. The question, therefore, was whether the refusal to be medically examined was a refusal to do an act within the meaning of section 24. The object of the medical examination was to enable a policy to be effected on the bankrupt's life, so as to give a greater value to his contingent reversionary interest. The policy never would be the bankrupt's property. It would be sold with the reversionary interest to the purchaser. The act which the bankrupt was required to do would relate to the creation of property which never would be part of the bankrupt's property. The act which he was required to do had no relation to his property or the distribution of it, but was required for the purpose of adding a new value to his property. Sub-section 4 of section 24 made a wilful failure to perform the duties imposed by that section upon the debtor a contempt of court, and it would be extremely dangerous to bring within that section any case which was not clearly within it. In his lordship's opinion *Ex parte Bullock* was rightly decided. FRY, L.J., differed from the rest of the court and from *Ex parte Bullock*. He founded his judgment upon the particular facts of the case. The bankrupt before the bankruptcy proposed to raise money on the reversionary interest, and submitted himself for examination. He had stated that he had contracted no disease since then, and without any reason he refused to submit to a medical examination. Was the case within sub-section 2 of section 24? The act required of him was an act "in relation to his property." The property depended upon his life, and would realize a far larger sum if the contingency upon which it depended could be got rid of. The act was one which could be reasonably required, for a reasonable man would feel under an obligation to do it. And under sub-section 3 the bankrupt was bound to aid to the utmost of his power in the realization of his property, which must mean so that it might produce the greatest amount of money, and this could only be done in the present case by a policy being effected. No doubt the bankrupt could be committed to prison for contempt, but this bankrupt, having taken so unreasonable a course, would be very properly committed if he persisted in his refusal; whereas, on the other view, he could deprive his creditors of a valuable property. LORRE, L.J., agreed with the Master of the Rolls.

Leave was asked to appeal to the House of Lords. On this point the court reserved their judgment, but on the 6th inst. the court gave leave to appeal.—COUNSEL, *Sir E. Clarke, B.G.*, and *J. E. Linklater*. SOLICITOR, *Solicitor to the Board of Trade*.

Ex parte BISCHOFFSHEIM, *Re* AYLMER—C. A. No. 1, 29th April.

BANKRUPTCY—SCHEME OF ARRANGEMENT—APPROVAL BY COURT—ATTEMPT TO CONFER ON TRUSTEE POWERS OF TRUSTEE IN BANKRUPTCY—BANKRUPTCY ACT, 1883, ss. 18, 27.

The question in this case was whether a scheme for the arrangement of the affairs of a debtor against whom a receiving order had been made, which had been accepted by the creditors, under the provisions of section 18 of the Bankruptcy Act, 1883, was one which could be approved by the court under that section. Section 18 provides, by sub-section 6, that, "if the court is of opinion that the terms of the scheme are not reasonable, or are not calculated to benefit the general body of creditors," the court shall refuse to approve it. By sub-section 12, "if, under or in pursuance of a composition or scheme, a trustee is appointed to administer the debtor's property or manage his business, Part V. of this Act shall apply to the trustee as if he were a trustee in a bankruptcy, and as if the terms 'bankruptcy,' 'bankrupt,' and 'order of adjudication,' included respectively a composition or scheme of arrangement, a compounding or arranging debtor, and order approving the composition or scheme." And, by sub-section 13, "Part III. of this Act shall, so far as the nature of the case and the terms of the composition or scheme admit, apply thereto, the same interpretation being given to the words 'trustee,' 'bankruptcy,' 'bankrupt,' and 'order of adjudication,' as in the last preceding sub-section." Part III. of the Act is headed "Administration of Property," and Part V. is headed "Trustees in Bankruptcy." Section 168, which occurs in Part VIII. of the Act, provides that "In this Act, unless the context otherwise requires, 'trustee' means the trustee in bankruptcy of a debtor's estate." Section 27, which occurs in Part I. of the Act, provides that "the court may, on the application of the official receiver or trustee, at any time after a receiving order has been made against a debtor, summon before it the debtor or his wife, or any person known or suspected to have in his possession any of the estate or effects belonging to the debtor, or supposed to be indebted to the debtor, or any person whom the court may deem capable of giving information respecting the debtor, his dealings or property, and the court may require such person to produce any documents in his custody or power relating to the debtor, his dealings or property, . . . and may examine on oath, either by word of mouth or by written interrogatories, any person so brought before it concerning the debtor, his dealings or property." In the present case the scheme of arrangement, as embodied in the resolutions passed by the creditors, provided, *inter alia*, as follows:—(1) That the property of the debtor which would become divisible among his creditors if he had been adjudged bankrupt should vest in a trustee to be appointed by the creditors under the scheme, and that the trustee should administer the property under the supervision of a committee of inspection, in the like manner and with the like powers and duties, and subject to the like conditions in all respects, as though the debtor had been adjudged bankrupt, and the trustee had been appointed trustee in the bankruptcy; (2) that, from the date of the approval of the scheme by the court, the same should be accepted by the creditors in full satisfaction of all debts due to them by the debtor from which an absolute discharge in bankruptcy would release him, but that, notwithstanding such approval and acceptance, the debtor should give to the trustee such assistance in the realization and distribution of the property as the trustee might have required of him had he been adjudged bankrupt and obtained his discharge; (3) that the provisions of section 27 of the Bankruptcy Act, 1883, relating to the discovery of the property of a bankrupt, should, so far as the same were applicable, apply to the proceedings under the scheme; (4) that the trustee should receive such remuneration for his services as the committee of inspection might determine. A trustee was appointed, and also a committee of inspection, consisting of five persons. The Official Receiver reported to the court that the proposed scheme was reasonable, having regard to the difficulty and delay which would probably attend the realization of the debtor's property, and to the provisions relating to section 27; but he added that, in view of the nature of the assets, and the fact that the scheme did not vest in or confer upon the trustee any property or power beyond that which would vest in or be exercisable by a trustee in bankruptcy, he was unable to report that the scheme was calculated to benefit the creditors to any greater extent than administration in bankruptcy. Notwithstanding this report, and the opposition of a dissentient creditor, Mr. Registrar Giffard made an order approving the scheme.

THE COURT OF APPEAL (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) reversed the decision, holding that the scheme was not one which could be approved under section 18. Lord Esher, M.R., said that the scheme itself shewed that, in order to enable justice to be done to everyone, the creditors wanted all the powers conferred by the Act, and, if the scheme was honestly intended, as he assumed it was, it was intended to give the creditors all those powers. An attempt was made to give the creditors those powers by agreement with the debtor, but they got nothing more than if the matter went on in bankruptcy. But, in fact, the creditors did not get all the powers conferred by the Act in the case of a bankruptcy, for the provisions of section 27 could not be incorporated into a scheme by agreement. It was decided in *Ex parte Whitney* (17 Q. B. D. 238), that the provisions of the section could not be enforced by the court under a scheme of arrangement, because the trustee under a scheme was not a trustee at whose instance the court could enforce those provisions. The scheme, therefore, gave the creditors less than a bankruptcy would. It was not one contemplated by the Act, and was, therefore, not reasonable. It was not for the benefit of the creditors, and ought not to be approved by the court. FRY, L.J., said that in order that a scheme should be approved by the court, it must be both reasonable and calculated to benefit the general body

of creditors. If it was deficient in either of those qualities, it failed. The present scheme itself shewed that the creditors considered the large powers of discovery given by section 27 necessary under the circumstances of the case, and they desired to incorporate them. His lordship agreed with the Master of the Rolls that the court could not, on the application of a trustee under a scheme of arrangement, make an order, under section 27, for the attendance of a third person for examination, an order obedience to which would be enforceable by process of contempt. The effect of this scheme was simply to get rid of the control of the court—to push the court a little further away in the administration of the estate. It gave the creditors less than they would have had in a bankruptcy, though they desired to have the same powers as in a bankruptcy. It was neither reasonable nor calculated to benefit the general body of creditors. LOPES, L.J., said that under this scheme the creditors sought to obtain the advantages of a bankruptcy without giving the court the power and control which it would have in a bankruptcy. This was not contemplated by the Act, and he thought that no scheme could be reasonable which was contrary to the policy of the Act. The Act did not contemplate that there should be these powers of discovery under a scheme. Nor was the scheme for the benefit of the creditors, for they clearly got nothing more by it than they would get in a bankruptcy, and they probably got less. COUNSEL, *Cooper Willis, Q.C., and Woodfall; Russell. SOLICITORS, Freshfields & Williams; H. F. Barnett.*

CASES AFFECTING SOLICITORS.

Re HOLLOWAY, *YOUNG v. HOLLOWAY*—C. A. No. 2, 11th May.

DISCOVERY—PRODUCTION OF DOCUMENTS—ANONYMOUS LETTERS SENT TO SOLICITOR IN ACTION—PROFESSIONAL PRIVILEGE.

In this case the novel point was raised, whether anonymous letters sent to the counsel and solicitor acting for the plaintiff in an action, and containing information relating to the matters in question in the action, must be produced for the inspection of the defendants. The suit was brought in the Probate Division to recall the probate of a will, on the ground that the execution of the will was obtained by undue influence on the part of the defendants, and that the testator was not of testamentary capacity. Among the documents included in the plaintiff's affidavit of documents which are admitted to be relevant to the matters in question, are four anonymous letters, two of which were written to the plaintiff herself, one of the others being written to her solicitor, and the other to her counsel after the commencement of the suit. The plaintiff objected to produce these four letters, and claimed privilege for them, and it was said that the letters contained the names of persons who would be witnesses at the trial, and the purport of their evidence, and that the disclosure of the letters would be equivalent to shewing the defendants the plaintiff's brief. BUTT, J., held that all the letters must be produced.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision as to the letters to the plaintiff, but reversed it as to the other letters. COTTON, L.J., said that the case was a new one in its circumstances, and the question was whether it came within any recognized principle upon which the court had admitted professional privilege as a defence to the production of documents. There was no ground for refusing to produce the two letters addressed to the plaintiff herself. She was bound to give her opponents the benefit of all the information she had, unless she could swear that it had been obtained by her in order that it might be communicated to her solicitor for the purposes of the suit. Her affidavit did not say that. With regard to the two letters written to the counsel and the solicitor, the defendants' counsel had admitted at the bar that he could not suggest any other reason why those letters were sent than that the persons to whom they were written were employed as counsel and solicitor in this suit, and in reference to the objects of the suit. The proper inference was that they were sent for that reason. If a solicitor was employed to collect information for the purposes of an action, and he asked for information, either publicly or from a particular individual, the information which he thus obtained would be protected from production, otherwise it would be impossible for a client to employ a solicitor to obtain information for the purposes of an action. The information thus obtained was really the result of the solicitor's labour and skill. In his lordship's opinion the letters in question were sent in pursuance of an implied request arising from the position of the persons to whom they were sent as counsel and solicitor, and they came within the principle that information obtained by a solicitor for his client for the purposes of a litigation was protected from disclosure. The solicitor had really "obtained" the information contained in the letter, for it was sent to him on account of his position as solicitor. The principle, therefore, applied. LINDLEY, L.J., said the letters to the plaintiff herself could not be protected merely because she had communicated them to her solicitor. His lordship had felt some doubt as to the other letters, because the plaintiff's affidavit did not state explicitly that they were written with reference to this litigation. But it was a fair inference that they must have been so written. The principle of protection on the ground of professional privilege did not depend upon whether the solicitor had sought for the information, but upon the character in which he had got it. In his lordship's opinion the principle laid down in *Bustros v. White* (1 Q. B. D. 423) and *Iggill v. Kennedy* (9 App. Cas. 81) applied. The distinction suggested, that the information had not been "obtained" by the solicitor, because it had been sent to him spontaneously, was too refined. BOWEN, L.J., said that the letters to the plaintiff herself were obviously not entitled to any privilege. The question as to the other letters was more difficult. The rule was thus laid down by Lord Blackburn in *Iggill v. Kennedy* (9 App.

Cas. 86):—"The law of England, for the purpose of public policy and protection, has, from very early times, said that a client may consult a solicitor (I mean a legal agent) for the purposes of his cause, and of litigation which is pending, and the policy of the law says that, in order to encourage free intercourse between him and his solicitor, the client has the privilege of preventing his solicitor from disclosing anything which he gets when so employed, and of preventing its being used against him, although it might otherwise be evidence against him." If the solicitor had obtained the letter as the result of inquiries which he had made, there could be no doubt as to the privilege. The question was whether, under the circumstances, the letter had not been "obtained" by the solicitor within the meaning of the rule. In strictness the plaintiff's affidavit was not sufficient. But it must be read by the light of the admission made by counsel, that no other reason could be suggested why the letter should have been sent to the solicitor, except that he was the plaintiff's solicitor in the suit, and for the purposes of this suit. Did a voluntary communication made to a solicitor, because he was the solicitor in a suit, differ from any other information obtained by him for the purposes of the suit? His lordship thought it did not. The solicitor's position was an invitation to all the world to send him any honest information for the purposes of the suit, and such information voluntarily sent to him was received by him for his client and for the purposes of the suit. The general principle of professional privilege applied.—*COUNSELL, Inverwick, Q.C., Middleton, and Lipscomb; Bargrave Deane. SOLICITORS, Clement, Chess, & Green; Clarkson, Greenwell, & Wyles.*

Re JONES (A SOLICITOR)—Stirling, J., 7th May.

SOLICITOR AND CLIENT—RETAINER—COMMON ORDER TO TAX—SOLICITOR APPOINTED CLERK AT A SALARY.

MR. JONES was, in 1839, by resolution, appointed clerk to the Commissioners for the Deanhead Reservoir, without any mention of his remuneration. By resolution, in 1841, the commissioners fixed the yearly salary of the clerk at £15, such salary not to include money out of pocket or law business arising out of the affairs of the commissioners; and Mr. Jones was subsequently paid the amount of various bills of costs. As to some bills, however, in respect of business done on behalf of the commissioners between 1839 and 1886, the commissioners repudiated their liability in respect of these bills, as to some of the items, on the ground that they had not authorized the business charged for in them. On the 13th of December, 1886, Mr. Jones obtained the common order to tax, but the commissioners moved to discharge the order, on the ground that, as the retainer of Mr. Jones was disputed, the order was not a proper one.

STIRLING, J., in deciding the question, said that it was settled that, where it was the client who obtained the common order to tax, he could not dispute the retainer as to the whole bill, though he might do so as to particular items; if he desired to dispute the whole bill he must obtain a special order enabling him to do so. There was no authority precisely in point where the solicitor obtained the common order; it became necessary, therefore, to consider what was the reason for the rule in the case of the client who had obtained a common order to tax. In *Re Bray* (8 Beav. 266) the rule was thus laid down: The party prosecuting the common order for taxation may object, on the ground of want of retainer, to any items of the bill, except those for which he has admitted the retainer by his petition. This shewed that the rule was merely founded on the admission of retainer which the practice required the client to make to obtain the common order to tax. But when the solicitor obtained the order the client was in no way bound by the allegation of retainer (on the part of the solicitor). His lordship therefore held that when the solicitor obtained the order the reason for the rule failed, and consequently that the client might object to every item on the ground of want of retainer. His lordship understood that, in fact, the practice of the taxing masters was in accordance with this view. In this case, therefore, he was of opinion that the common order was not improper and ought to stand.

Besides this point others were discussed in argument, and his lordship, by agreement, expressed his opinion upon them. They were as follows:—It was contended on behalf of Mr. Jones, in respect of other items, that his appointment as clerk was a retainer of him as solicitor to the commissioners, who, on the other hand, regarded them as disbursements by him as clerk and not as solicitor, he not having been retained, and urged that they could not be brought into the bills of costs. His lordship was of opinion that, assuming that the resolution of 1839 was a retainer of him as solicitor, he became by the resolution of 1841 simply the officer of the commissioners, and that during the time over which the bills extended, his appointment as clerk was not of itself a retainer. As to the other and remaining items, his lordship was of opinion that they could not be brought into the bills of costs, as the business in respect of which the items were charged was beyond the powers of the commissioners.—*COUNSELL, Ingle Jeyes; W. Baker. SOLICITORS, Gregory, Roscliffe, & Co.; Bevan & Berridge.*

It is stated that the Recorder of London has nominated Mr. Francis Roxburgh, jun., to be assistant judge of the Mayor's Court in succession to the late Mr. Woodthorpe Brandon, and that the Lord Chancellor has signified his approval of the appointment. The matter is now in the hands of the Law and City Courts Committee of the Corporation, who have had great difficulty in dealing with the question in consequence of the suggestion that the appointment of a permanent assistant judge in the Mayor's Court is illegal. The Attorney-General has given an opinion in accordance with that view. The committee have therefore decided to recommend the Corporation not to make the appointment of an assistant judge in the Mayor's Court.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Sidney Smith in the chair. The other directors present were—Messrs. H. Holland Burne (Bath), H. Morten Cotton, Samuel Harris (Leicester), Edwin Hedger, J. H. Kays, F. P. Morrell (Oxford), R. Pennington, Henry Roscoe, H. S. Styan, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £120 was distributed in grants of relief, thirty-four new members were admitted to the association, and other general business was transacted. It is announced that tickets (25s. each) can now be obtained for the anniversary festival of the association, to be held at the Hotel Métropole, on Thursday, June 9, when Mr. E. J. Bristow is to preside.

THE LIVERPOOL BOARD OF LEGAL STUDIES.

The annual meeting of this board was held on the 10th inst. in the Law Library, Liverpool, the chair being taken by Mr. W. A. Javows, chairman of the board.

The report shewed that during the session there had been three courses of lectures, the subjects of the lectures being the law of real property, general principles of equity, and law of trusts and law of torts. The lecturers appointed were Mr. T. Cypryan Williams, LL.B., Mr. J. S. Seaton, B.A. (first class honours B.C.L. examination), and Mr. Hugh Fraser, M.A., LL.M. The attendance at the lectures were highly satisfactory, the average at each course being fifty, thirty-two, and thirty-three, respectively, whilst the numbers present at the examinations, held upon the conclusion of each course, were eighteen, ten, and nine, respectively. In addition to the lectures classes were held, and these also were regularly attended by the students, many of whom answered the papers which were, from time to time, set by the lecturers. The financial condition of the board appears to be satisfactory, there being a credit balance of about £45. The board, however, are appealing for increased subscriptions to enable them to extend the present scheme of lectures, both as regards the number of lectures forming each course and also in the direction of providing lectures on additional subjects.

The CHAIRMAN, in submitting the report to the meeting, pointed out that the systematic teaching of law was a matter of quite recent date. The credit seemed to belong to the Incorporated Law Society of the United Kingdom for having made the first attempt to establish anything approaching to a complete system of instruction in law by lectures. These lectures were naturally confined to the practical departments of law. In 1868, however, an agitation arose among solicitors for the establishment of a general law school, afterwards called a law university. This movement was soon joined by members of the bar, and, ultimately, a society called the Legal Education Association was formed for promoting the formation of such a university. This association was joined by many of the judges and the bar, and the presidency was accepted by the present Earl of Selborne, then Attorney-General. The proposal involved the giving up of the control of legal education by the bodies then intrusted with it—namely, the Inns of Court and the Incorporated Law Society, the former of which gave no encouragement to the project and the latter very little. The general public took no interest in the subject and so nothing was accomplished. As regards Liverpool an attempt was shortly afterwards made to establish a law school. The lectures failed to be self-supporting, and after two or three years were abandoned. The matter was, however, in a few years revived by the law students themselves, who, through their association, engaged and paid lecturers, but their funds were inadequate to do more than provide a few courses of lectures, which did not attempt to cover the whole ground. The chairman went on to point out that the funds at the disposal of the board were insufficient to meet the requirements, and the board were, therefore, making a strong appeal for increased subscriptions. The chairman concluded by expressing the hope that the board might be enabled to extend its lectures so as to supply a complete course of legal instruction extending over a three years' curriculum.

Professor MACCUM (University College, Liverpool) then addressed the meeting, stating the pleasure it had been to the University College to co-operate with the legal profession in the present scheme, and expressed the hope that the board might soon be enabled to extend its usefulness by the establishment of lectures on more theoretical subjects connected with the study of law.

MR. J. H. KENNION (the President of the Liverpool Law Society) and MR. W. F. TAYLOR (barrister-at-law) also expressed their approval of the work of the board, and wished it hearty success.

The CHAIRMAN then presented the prizes to the following successful students:—G. W. Edwards (two prizes), F. U. Lewis (two prizes), H. Todd, and G. Hilton Lewis.

The proceedings were brought to a close with a vote of thanks to the chairman.

The *Standard* understands that under the Bill for amending and consolidating the law relating to Stamp Duties, which the Chancellor of the Exchequer has promised to introduce, the stamp on agreements to let for one year will be fixed at one penny.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the intermediate examination held on the 31st day of April, 1887:—

Affleck, Alexander
Anderson, Robert Roderick
Anderson, William
Arden, Thomas Hollins
Arnould, Ernest Joseph Alfred
Aspinall, Frederick Lewis
Avery, Benjamin
Bacon, Henry
Baker, Robert Benjamin
Baldwin, Robert
Barber, Richard William
Barker, Lionel Robert
Battersby, Robert
Benningfield, Ellington Nicholas
Bennett, John
Bentley, Joseph Arnold
Bevan, Percy
Bilborough, James
Bishop, Herbert Edwin
Bolton, Henry Lushington, B.A.
Braithwaite, Henry
Bromley, Rupert Fitz Roy
Broughton, Urban Richard
Brown, George William Frederick
Buckland, Richard William Bowry
Bull, William James
Bunting, Milward Dethick
Bunting, Walter Sampson
Burch, Alfred Christian
Burrows, Harold
Calvert, Edward Wood
Carter, Norton
Ceely, Alexander Robert Arthur
Charlesworth, Charles Percy
Clark, Edward George
Clark, Frederick Joseph, B.A.
Clarke, Thomas William
Clifton, Arthur Bellamy, B.A.
Cobb, John Austin
Coey, Herbert Charles
Coilingwood, William George
Cresswell, Henry Albert
Currie, Cecil Edmund, B.A.
Davidson, Edward Chambers
Davies, George Duke
Davies, Leonard Gaskell
Davis, Frank
Dobell, Percy, B.A.
Egginton, John Peppercorn
Ellis, Evelyn Campbell
Evo, Charles Henry
Ewbank, Charles Augustus
Fish, George Alfred Briggs
Fisher, William Swann
Fletcher, Thomas
Forbes, Alexander Staats
Forster, John George
Fossick, Alfred, B.A.
Freshfield, Edwin Hansen, B.A.
Gascoigne, Frederick Middleton
Gilling, Henry Thomas, B.A., LL.B.
Glover, Francis
Gratton, Herbert Sterland
Green, William Thomas
Halford, Harry Sebastian
Hardy, William Hunter
Harper, George Povey, M.A.
Harris, Henry Haden
Hart, Albert Denison
Hayfield, Charles
Herbage, Percy George
Hill, Henry Ainslie
Hind, Herbert
Hirst, Francis Joseph, B.A.
Hoare, Charles Henry
Hobbs, Edward
Hocking, Thomas Richard
Hodding, George Montague
Hole, Francis George
Holt, James William
Horley, Edward, B.A., LL.B.
Hoyle, Charles Collings
Hughes, Rowland Thomas Armstrong, B.A.

Humphreys, Francis Joseph, B.A.
Hunt, Albin Llewellyn
Iveson, Arthur Percival
Jacks, Dixon
Jackson, Harold Hargrove
Jackson, Herbert
Jackson, James Edward
Jones, Edgar William
Jordan, Percy Holker
Kershaw, Alfred
Kirby, Arthur Forsell
Lee, George Frederick
Letchford, Sydney Robert
Lewis, Charles Thomas
Lindsay, Frederick
Lodge, Albert Edward
Lowe, Dudley Francis
Lumley, Claude Basil
Lunnon, Frederic John, M.A.
Lydekker, Edgar, B.A.
Lyle, Horatio Peers
McAlpin, Kenneth
Marsden, Charles Westall
Marsh, Frank
Mattley, Robert Dawson
Mawson, Henry, LL.B.
Mayhew, Percival Sumner
Mayo, Henry Herbert Worsfold
Meredith, Arthur Higgins
Miller, Arnold Henry
Morland, Francis John
Morris, Frank William
Morton, Harry Barnsley, B.A., LL.B.
Mote, Frederick John
Mutiow, Alfred Tombs
Nichols, Robert Howey
Nicholson, William Edward
Ogle, John Bertram, B.A.
Ogill, William Lownes, R.A.
Paine, William Henry, B.A.
Parkes, Harry Rutherford, B.A.
Parkyn, Joseph Atherton
Pearson, Frank Shakespeare
Pearson, Lewis Henry
Peckham, Arthur Maitland
PHELPS, Philip William Frowl
Pinder, John Robert
Platt, Rowland
Price, Herbert Damarell
Pring, Walter John
Quincey, Augustus Evelyn
Ravenor, Henry Temple
Richardson, William James Lewes
Rideout, Edgar Howard
Robinson, Ernest Keen, B.A.
Robinson, William James
Roche, Edward Stevenson
Rogers, Charles
Rogerson, George Foster
Rose-Innes, Hugh
Ross, Thomas Kalk
Rothery, Herbert Edward
Sample, Harold Ward, B.A.
Sang, John Hermann
Scott, Edward
Sharpley, Walter Hay
Shorland, Maitland Arthur, B.A.
Simmons, Harold Solomon
Simpson, Christopher Noel
Simpson, Stephen, B.A.
Smale, Harry Edgar
Smith, Sidney Buchanan
Sownton, Henry
Sparrow, Alan Bertram Hanbury, B.A.
Stanhope, Edward Collingwood
Spencer, B.A.
Stevenson, Arthur Gavin, B.A.
Steward, William Charles
Stobart, Charles Hugh
Strong, Albert Ambrose
Stuart, Robert Alexander, B.A.
Swindells, Philip
Terry, George Russell

Tewson, Harry Theodore
Thomas, Lewis Cobden
Thompson, John Charles Moreton
Thornley, Samuel
Tillett, Lewis John
Tilley, Samuel Yardley
Trennam, George
Trenfield, John William
Tucker, Ernest Henry
Vicary, George Edward
Walker, Copeland
Walker, Frederic Lake
Walker, Henry Milnes
Wallis, Frank Gray
Walters, Henry
Ward, Charles Albert John
Ware, Charles Martin John, B.A.
Warner, Henry Leonard, B.A.

Watts, William Arthur
Whitley, Henry Lawson
White, Frank
Whitford, Charles Edward Shaw
Williamson, Patrick Anderson, B.A.
Williams, Alfred Frederick
Williams, Arthur Charles
Williams, Robert Theisger Watkin
Wills, Thomas
Wilson, Frederick Robert
Wilson, Harold
Wilson, John Charles
Wintringham, John Fildes
Withall, Charles
Wood, Harry
Wood, Hubert Stephen
Woodhead, Edgar Thomas, B.A.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the final examination held on the 19th and 20th of April, 1887:—

Adams, William Henry, B.A.
Agate, William
Allen, David
Arnold, Alfred
Banks, John Edward
Barnard, Lionel Henry
Batheol, Arthur George Stephens
Beaumont, Arthur Morton, B.A.
Beck, Frederic Walter
Bell, Thomas
Bennett, Thomas, B.A., LL.B.
Black, James Henry
Blakiston, William Graham
Booth, Charles Joseph White
Bottomley, Benjamin, B.A., LL.B.
Boyce, Godfrey Hale
Bradley, Charles Septimus
Brierley, Arnold
Brown, Frederick William
Brown, Henry Harold
Calvert, Thomas Laud
Chester, Edward Grenado
Clarke, Thomas
Clough, Thomas
Coles, Frederic William
Corlett, William Ernest
Cowburn, Thomas Hatton
Dale, Gordon William
Davies, Dixon Henry
Deighton, Thomas Howard
Dixon, William Barwise
Douglas, David Fraser, B.A.
Douglas, Robert Bulmer
Drake, Charles Rivers
Edwards, George William
Elgar, James Frederick
Ellis, Edgar Mackay
Elmsall, Mansfield de Cardonnet
Elwin, Arthur Brooks
Euthoven, Charles
Evans, Thomas Robert
Fearnley, James
Forster, Edmund Ryan, B.A.
Foster, Theodore
Geach, William Richard
Gell-Woolley, Charles Webster Rede
George, William
Glasier, George Mason Glasier
Gordon, George Walter
Graham, Howard William
Greenland, William Richard
Gregson, Leonard Shuttleworth
Haggitt, Henry Fell Heigham
Hamilton, William Vickers
Hancock, Robert Lowth
Harris, John Darke
Hart, Thomas
Harvey, Leopold Charles
Haslam, Thomas Penman
Heitman, Charles Alfred
Hill, Herbert Charles
Holloway, Richard
Howell, Stephen Nayler
Hubberstey, John
Hughes, Alfred Collingwood
Hunt, Francis Jerrard
Hutchings, John Henry
Hutchinson, Cecil Gwynne
Irons, William
Jacobs, Lewis David Henriques
James, Henry Ernest
James, Thomas William
Jekyll, Arthur Joseph
Johnson, John
Kelsall, Samuel James, B.A.
Knott, Joseph Robert
Large, Charles Henry
Laycock, John Benjamin
Lewis, Harry James
Lewis, Rupert
Lewis, William Lyndhurst
Lloyd, William Morgan
Lomax, Thomas Duckworth
Lord, Arthur Edward
Luff, John Montagu George Ainslie, B.A.
Luxton, Arthur Philip
Maclean, Donald
Marland, Octavine
Mason, Alfred Elliot
Matthews, Robert Edwin Ernest
Matthews, Sydney
Mawson, Isaac Horace
Mills, George Harry, B.A.
Money, Griffin Cant
Morice, Andrew
Motion, George Edgerton
Munday, William Luscombe
Muskett, Herbert George
Neave, Frederick George
Newby, John William
Norris, William Buffton
Nott, Francis Robert
Oldman, Henry Louis
Oland, Christian
Padmore, Frank Augustus
Paisley, Henry Nelson
Parker, Christopher John
Paterson, William Hocken
Phillips, George Ingleton
Pierce, John Hamilton
Price, Charles Thomas
Quennell, John Lewis
Rawlinson, Cecil John
Reed, Theophilus Haynes
Richards, Frank Peet
Rickerby, Thomas Ellerson
Ringrose, Bernard John
Robinson, Frederick Winder
Rockliff, George
Rose, John William, B.A.
Rowlands, John William
Ruddeck, Charles Look, M.A.
Rylands, Richard Walter
Salmon, Harold Masterman
Sandford, Richard
Serjeant, Bernard Gilpin
Shaw, Arthur Hugh
Shaw, Charles Garibaldi
Shooter, Stanley George
Spencer, Sydney
Spurrell, Richard Edward
Stanley, Edward Lionel
Stenson, Richard James
Stock, Leslie
Thomas, Herbert Edward

Thorpe, William
Treasurer, William Houston
Underhill, John Edward
Vores, George Octavius
Voysey, Herbert Annesley
Wade, Arthur Edward
Ward, James George
Ware, Francis
Waterhouse, Thomas Francis
Watkins, Harry

Welch, Alfred Bassett Starbuck
Whitefield, Henry
Wilkinson, William Thomas
Williams, Walter Charles
Wilson, Frank Heron
Winckworth, Lewis Herbert
Wire, Cecil David Travers
Woulfe, Algernon Thornton
Yarde, John Edward Whitborne
Yeasley, Charles Pryce

LEGAL NEWS.

APPOINTMENTS.

Mr. EDWARD UTTERMORE BULLEN, barrister, who has been appointed Recorder of the borough of Dartmouth, in succession to Mr. Albert William Beetham, resigned, is the eldest son of the late Mr. Edward Bullen, special pleader. He was called to the bar at the Middle Temple in Michaelmas Term, 1860. He practises on the Western Circuit and at the Hampshire, Portsmouth, and Southampton Sessions, and he has been for several years a revising barrister.

Mr. JOHN WILLIAM DOWNER, Q.C., Prime Minister and Attorney-General of South Australia, has been created a Knight Commander of the Order of St. Michael and St. George. Sir J. Downer is a Queen's Counsel for the colony, which he has represented at the Colonial Conference.

Mr. WILLIAM FRANCIS FINLASON, barrister, has been elected a Benchet of the Middle Temple.

Mr. SAYAD MAHMUD, barrister, has been appointed a Judge of the High Court of the North-West Provinces of India. Mr. Justice Mahmud was called to the bar at Lincoln's-inn in Easter Term, 1872.

Mr. CHARLES EDWARD POTRECAIRY, solicitor, of 26, Basinghall-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. LAWRENCE RICHARDS, solicitor (of the firm of Richards & Richards), of Swansea, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROBERT SEEDS, LL.D., Q.C., has been appointed Queen's Advocate in Ireland, in succession to Mr. William Henry Kieley, Q.C., who has been appointed County Court Judge and Chairman of Quarter Sessions for the counties of Armagh and Louth. Mr. Seeds is an LL.D. of Trinity College, Dublin. He was called to the bar in Ireland in 1857, and he became a Queen's Counsel in 1877. He practises on the North-East Circuit.

PARTNERSHIP DISSOLVED.

WILLIAM SIMPSON and EDWARD REGINALD ELLIOT, solicitors (Simpson & Elliot), Melton. The said practice will in future be carried on by the said William Simpson alone. January 1. [*Gazette*, May 6.]

GENERAL.

In the House of Commons on the 5th inst. Mr. S. Burton asked the Secretary to the Treasury in how many instances during the year 1884, 1885, and 1886 the opinion of the Attorney-General was obtained in cases of non-contentious business. Mr. Jackson said:—The opinion of the Attorney-General and Solicitor-General was obtained in non-contentious business in 1884, in 350 cases; in 1885, in 405 cases; in 1886, in 360 cases. These figures do not include consultations or the numerous cases in which the opinion of the Attorney-General or Solicitor-General has been taken by the various departments of the State by means of personal inquiry, or in formal letter; nor do they include cases decided by the Attorney-General as to licences in mortmain or cases referred to him for direction under the Public Prosecutions Act, nor hearings under the Patent Act.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF RIGHTLEAS IN ATTENDANCE ON

Date.	APPEAL COURT		APPEAL COURT		Mr. Justice	Mr. Justice
	No. 1.	No. 2.	KAY.	CHITTY.		
Mon., May 16	Mr. Carrington	Mr. Ward	Mr. Koe	Mr. Clowes		
Tuesday .. 17	Lavie	King	Mr. Jackson	Pemberton		
Wednesday 18	Beal	Ward	Koe	Clowes		
Thursday .. 19	Pugh	King	Mr. Jackson	Pemberton		
Friday 20	Leach	Ward	Koe	Clowes		
Saturday.. 21	Godfrey	King	Mr. Jackson	Pemberton		
			Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.	
Monday, May .. 16	Mr. Pugh	Mr. Godfrey	Mr. Godfrey	Mr. Leach	Mr. Lavie	
Tuesday .. 17	Beal	Godfrey	Godfrey	Carrington		
Wednesday .. 18	Pugh	Leach	Leach	Lavie		
Thursday .. 19	Beal	Godfrey	Godfrey	Carrington		
Friday .. 20	Pugh	Leach	Leach	Lavie		
Saturday .. 21	Beal	Godfrey	Godfrey	Carrington		

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 6.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

DAKOTA STOCK AND GRAZING CO. LIMITED.—Petn for continuance of voluntary winding up, presented April 29, directed to be heard before Stirling, J., on Saturday, May 14. And it was, by an order of the Lord Chancellor, made on May 4, transferred to Chitty, J., and that petn will now be heard on Saturday, May 14. Brandon, Essex st. Strand, solors for petners.

JOBSON CO. LIMITED.—Petn for winding up, presented May 5, directed to be heard before Stirling, J., on Saturday, May 14. Hollams & Co, Mining lane, solors for petners.

UNIVERSAL DISCOUNT CO. LIMITED.—Petn for winding up, presented May 3, directed to be heard before North, J., on Saturday, May 14. Foss & Ledsam, Abchurch lane, solors for petner.

W. CHAPPELL & CO. LIMITED.—Petn for winding up, presented April 31, directed to be heard before Kay, J., on Saturday, May 14. Cooper & Co, Lincoln's inn fields, solors for petner.

YORKSHIRE ARRANGED WATER CO. LIMITED.—Petn for winding up, presented April 30, directed to be heard before Stirling, J., on May 14. Edmonds, Theobald's rd, Bedford row, agent for Milling, Leeds, solor for petner.

London Gazette.—TUESDAY, May 10.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ADAM ETYON, LIMITED.—North, J., has fixed Tuesday, May 17, at 12, at his chambers, for the appointment of an official liquidator.

BOLTON AND PARTNERS, LIMITED.—Petn for winding up, presented May 7, directed to be heard before Chitty, J., on Saturday, May 21. Milward & Co, New sq, Lincoln's inn, petners in person.

CONSOLIDATED GOLD MINES OF MEXICO, LIMITED.—Petn for winding up, presented May 7, directed to be heard before North, J., on Saturday, May 21. McDiarmid & Teather, Newman's ct, solors for petner.

ELECTRIC PORTABLE BATTERY AND GAS LIGHTING CO. LIMITED.—Petn for winding up, presented May 7, directed to be heard before Chitty, J., on Saturday, May 21. Miles, King st, Cheapside, solor for petners.

INDUSTRIAL ENAMEL CO. LIMITED.—Creditors are required, on or before June 6, to send their names and addresses and particulars of their debts or claims to Allen Edwards, esq. New st, Birmingham. Friday, June 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

ITALIAN RAILWAYS SYNDICATE, LIMITED.—North, J., has fixed Friday, May 20, at 11, at his chambers, for appointment of an official liquidator.

MYSON ESTATES CO. LIMITED.—North, J., has fixed Friday, May 20, at 1, at his chambers, for appointment of an official liquidator.

SALFORD AND IRWELL RUBBER CO. LIMITED.—Petn for winding up, presented May 7, directed to be heard before Chitty, J., on Saturday, May 21. Gregory & Co, Bedford row, agents for Addleshaw & Warburton, Manchester, solors for petners.

SALFORD AND IRWELL RUBBER CO. LIMITED.—Petn for winding up, presented May 6, directed to be heard before Chitty, J., on May 21. Brook, & Co, Baringhall st, solors for petner.

SUTTON COLDFIELD ROYAL HOTEL CO. LIMITED.—Petn for winding up, presented May 6, directed to be heard before Kay, J., on May 21. Wynne & Co, Chancery lane, for Grant, Liverpool, solor for petners.

UNIVERSAL CONTRACT CORPORATION, LIMITED.—North, J., has fixed Thursday, May 19, at 12, at his chambers, for the appointment of an official liquidator.

FRIENDLY SOCIETY DISSOLVED.

FARTHINGHOE BENEFIT SOCIETY, Club Room, Farthinghoe, Northampton. May 4.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 26.

BIGNOLD, WILLIAM ATKINS, Kirkley, Norfolk. Gent. May 17. Bignold v Bignold, North, J. Langlois & Biden, Leadenhall st.

MILLER, JOSEPH, New rd, St Luke, Chelsea, Chandler Shop Keeper. May 15. Chapman v Miller, Stirling, J. Chapman, London wall.

MORLEY, WILLIAM, Rampton, Derby, Potter. May 24. Crompton & Evans' Union Bank v Pendleton, Stirling, J. Kingford, Dorman, & Co, Essex st, strand, for Shipton, Hallowell, & Co, Chesterfield.

London Gazette.—FRIDAY, April 29.

ERKENSPERGER, CONRAD, Laurence Pountney lane, Merchant. May 27. Spence v Gregory, Chitty, J. Francis, Austin friars.

EDWARD ADOLPHUS, Duke of Somerset. May 23. Thynne v St Maur, Chitty, J. Deverell, Lincoln's inn.

London Gazette.—TUESDAY, May 3.

DICKENSON, FREDERICK BROUGHTON NEWTON, Weymouth. June 1. Blanch v Dickenson, Stirling, J. Dangerfield & Hlyth, Craven st, Charing cross, for Melmoth & Bartlett, Sherborne, Dorset.

HASWELL, FREDERICK, Burlington lane, Chiswick, Gent. May 25. Haswell v Haswell, North, J. Ivimey, Staple inn.

WRIGHT, JOHN, Hatfield Priory, Essex. June 1. Bramston v Townsend, North, J. Blood, Witham, Essex.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 26.

ANDERTON, ELIZA, Sheffield. June 30. Burdakin & Co, Sheffield.

ARTHUR, LUCIUS, Rev, Matlock Bath, Derby, Clerk. June 7. Harris, Coleman st.

BRANDRETH, MRS MARY ELIZABETH, Westerham, Kent. June 1. Bennett & Co, New sq, Lincoln's inn.

BRUTON, LEONARD, Bristol. June 8. Wise, Bristol.

BRYDGES, SARAH, Loominster, Earthenware Dealer. May 21. Robisson & Son, Loominster.

CODD, HIRAM, Brixton rd, Patentee. June 4. Wilson & Co, Corthall bldgs.

COMYR, Rev HORATIO NELSON WILLIAM, Brunstead Rectory, Norfolk. May 18. Overbury & Gilbert, Norwich.

CORRIGAN, SUSANNA, Liverpool. May 31. Steinforth, Liverpool.

DIXON, FRANCES MARY, Leeds. May 31. Curry, Cleckheaton, via Normanton.

EDWARDS, EMILIA, Cardiff. June 1. Jones, Cardiff.

ELLIS, ARTHUR AYERS, Clerk, Stotfold, Bedford. May 31. Veasey & Co, Baldoek.

FINGER, HENRY, East End, Finchley, Retired Dairyman. June 1. Wells, Paternoster row.

GORTON, RICHARD, High st, Whitechapel, Gent. May 31. Gardner, Leadenhall st.
 HALL, SARAH ANN, Sandal Magna, York. June 7. Fernandes, Wakefield
 HAMILTON, CHARLES LESLIE BAILLIE, Prince-Town, Devon, Esq. June 1. Stephens & Co, Plymouth
 HARKER, FRANCIS FRISCOLLA, Church Aston, Salop. June 1. Brandon, Essex st, Strand
 HEY, SARAH, Thorne, York. June 1. Taylor & Newborn, Epworth
 HOLBOYS, THOMAS, Huddersfield, Tailor. July 1. Bottomley, Huddersfield
 HULL, Rev JOHN, Eaglescliffe, Durham, Clerk. June 8. Hutton & Bolsover, Stockton-on-Tees
 HUTTON, CHARLES, Lowndes st, Belgrave sq, M.D. May 28. Hanbury & Co, New Broad st
 INMAN, EDWIN, Lymington, Hants, Shipbuilder. May 25. Moore & Co, Lymington, Hants
 INMAN, GEORGE, Lymington, Shipbuilder. May 25. Moore & Co, Lymington
 LAWRENCE, JOHN, Littlebourne, Kent, Licensed Victualler. May 24. Hilton, Canterbury
 LEADER, ELIZA, Sheffield. June 30. Burdick & Co, Sheffield
 LOGAN, ELIZABETH, Cheltenham. June 4. Winterbothams & Gurney, Cheltenham
 LUNT, HENRY, Fallowfield, nr Manchester, Accountant. June 1. Ormerod & Allen, Manchester
 MANN, CAMILLA VICTORIA, Sydney, N.S.W. June 1. Fraser, Lombard st
 MCNIVEN, HENRY, Oxted, Surrey, Barrister. June 24. Ormerod & Allen, Manchester
 NOOT, JOHN, Redbath, Pembroke, Farmer. May 27. Laman & Co, Lincoln's inn fields
 POULTON, WILLIAM, Leominster, Painter. May 21. Robinson & Son, Leominster
 REEVE, ABRAHAM, Roydon, Norfolk, Keeper. May 27. Garrod, Diss
 SMITH, JOSEPH CHARLES, Southport, Gent. May 14. Whitworth, Manchester
 SWANE, Rev SAMUEL KIRKE, Carlton, nr Nottingham. May 31. Burton & Eking, Nottingham
 WATKINS, GEORGE WATKIN, Liwryy Brains, nr Llandovery, Carmarthen, Esq. June 4. Jones & Son, Crosby sq, EC
 WILSON, GEORGE, Lindum ter, Lincoln, Gent. June 30. Danby & Son, Lincoln
 WOODS, SARAH, Southwell, Nottingham. June 4. Brewster, Nottingham

London Gazette.—FRIDAY, April 29.

BARTON, ZEPHANIAH, Shanghai, Marine Surveyor. June 24. Hughes & Co, New Broad st
 BATES, LYDIA, Angus ter, Sheffield. June 1. Younge & Co, Sheffield
 BEADRELL, WILLIAM, Vere st, Cavendish sq, Confectioner. June 7. Stileman & Co, Southampton st
 BELLAMY, MARGARET ANN, Devonshire rd, Balham. May 27. Bertram, Norfolk st
 BENTINCK, GEORGE WILLIAM PIERREPOINT, Tenington, Norfolk, Esq. June 1. Davidson & Co, Spring gardens
 BEWICK, JOHN WILLIAM, D.D. Roman Catholic Bishop, Hexham. May 27. Leadbitter & Harvey Newcastle-upon-Tyne
 BROOKS, CHARLES, Wandsworth rd, Chemist. May 21. Copp, Essex st, Strand
 BROWN, GEORGE HOPPS FIELDBOURNE, Hans pl, Sloane st, Esq. June 4. Matthews, Lincoln's inn fields
 BULLOCK, WILLIAM, Elbury st, Pimlico, Builder and House Decorator. May 28. Howard, Laurence Pountney hill
 CARROLL, FRANCIS, Tib st, Manchester, Tin-plate Worker. May 30. Dixon, Manchester
 CLARKE, JOB B, Royal Naval Hospital, Gt Yarmouth, Commander. June 1. Hallett & Spottiswoode, Craven st, Charing cross
 COYNE, Hon. Lady LOUISA HARRIST, Shrewsbury. June 15. Bennett & Co, New sq, Lincoln's inn
 DAVIES, WILLIAM EDMUNDS, Battersea Park rd, Draper. May 21. Copp, Essex st, Strand
 FILDES, CHARLES, St Helena, Lancaster, Grocer. May 31. Barrow & Cook, St Helena
 GORDON, MARY ANN, Fentonville st, Sheffield. Clegg & Sons, Sheffield
 GREENSLADE, SARAH FRANCES, Preston Plucknett, Somerset. June 24. Perham, Bristol
 HARKER, ROBERT LINES, Church Aston, Salop. May 18. G.S. & H. Brandon, Essex st, Strand
 HEAP, JOHN, son, Underbank, Bacup, Lancaster, Engineer. May 21. Stots, Leavenworth
 HESKETH, EDWARD FLEETWOOD, North Meols, Lancaster, Esq. June 4. Buck & Co, Preston
 HITCHCOCK, ALFRED, Branksome Wood rd, Bournemouth, Esq. June 1. Vardon, Reckenham
 JONES, FRANCIS, Trafalgar sq, Scarborough. June 17. Turnbull & Co, Scarborough
 JONES, ROBERT, Hafod Gwytherin, Denbigh, Farmer. May 25. Jones, Llanrwst
 KIDDLE, EDWARD, Cleveland villas, Richmond, Surrey, Retired Office Keeper, War Office. May 25. Davis, New inn
 LAW, JOHN, Englefield rd, Islington, Gent. July 1. Hird, Portland chambers, Gt Titchfield st
 LAWRENCE, NATHAN, Sherbourne ter, Cheltenham, Auctioneer. June 1. Jones, Cardiff
 LEEHAM, WILLIAM WHITTINGHAM, Hilderstone, Stafford, Gent. June 15. Small, Burton-on-Trent
 LEAVER, MARY ANN, Avenue rd, Stamford hill. June 1. Wells, Paternoster row
 LIVINGSTON, ROBERT PARRER, Salford, Lancaster, Gent. June 30. Dixon, Manchester
 MARLOW, FREDERICK JAMES, Brooklands, Chester, Gent. May 30. Dixon, Manchester
 MCGRATH, FORTNEY ALLEYNE, Shenley hill, Barnet, Esq. June 6. Paine & Co, St Helen's place
 MILLA, WILLIAM MCGOWAN, Treville st, Plymouth, Warehouseman. June 1. Biddle & Marry, Devonport
 MILLA, MARY, Broad Elmsdon, Wilts. June 30. Elwell, Highworth, Wilts
 PUGH, MARY, Kardisley, Hereford. June 1. Temple & Philipin, Kingston, Herefordshire
 RIVERS, MARY ANN, Blenheim cres, Notting hill. June 14. Nicholls, Lincoln's inn fields
 SUTCLIFF, CHARLES, Stretford, Manchester, Manufacturer. June 8. A. & G. W. Fox, Manchester
 SUTCLIFF, EMMA, Park view, Stretford, Manchester. June 8. A. & G. W. Fox, Manchester
 THOMPSON, STEPHEN, Penn, Stafford. May 31. Fowler & Langley, Wolverhampton
 WILLIAMS, RICHARD, Clattwn Henllas, Denbigh, Labourer. May 25. Jones, Llanrwst
 YELLOWLEY, ELIZABETH, Cultercoats, Northumberland. June 1. Denison, Newcastle-upon-Tyne

London Gazette.—TUESDAY, May 2.

ALLPORT, JOHN, Birmingham, Undertaker. June 1. Ansell (& Ashford, Birmingham)
 BECKETT, ROBERT, Morecambe, Lancaster, Gent. May 23. Sharp & Son, Lancaster
 BIRCH, EDWIN, Woolton, nr Liverpool, Gent. June 4. Thornley & Cameron, Liverpool
 BIRCH, JAMES, Woolton, nr Liverpool. June 4. Thornley & Cameron, Liverpool
 CLAGGETT, THOMAS WILLIAM, Exmouth. June 24. Smith & Co, Crediton
 COATES, NICHOLAS CHARLES, Romford rd, Stratford, Gent. June 1. King, Abchurch lane
 COKER, JAMES, Christchurch, New Zealand. July 1. Payne & Fuller, Bath
 COX, HARRIST, Yeovil. May 31. Phelps & Co, Gresham st
 CUNNINGTON, JOHN, Oakley sq, Esq. June 14. Whittington & Co, Bishopsgate st Without
 DEUMOND, JAMES, Great Cumberland pl. June 1. Newman & Co, Clement's
 DUTHOIT, JONATHAN, Kentwell Lodge, Highbury New Park, Silk Manufacturer. May 31. Carritt & Son, Rood lane
 FAWLEY, HENRY BAXTER, Long Sutton, Lincoln, Gent. May 24. Mossop & Mossop, Long Sutton
 FENTON, WILLIAM, Birkby, nr Huddersfield, Gardener. June 4. Laycock & Co, Huddersfield
 FLYNN, JAMES, Stonycroft, nr Liverpool, Lancaster, Cooper. May 20. Lynch & George, Arthur, Gosport, Southampton, Gent. June 1. Coake & Co, Norwich
 GITTINGS, ISAIAH ROUND, Aston, nr Birmingham, Varnish Manufacturer. June 7. Hall, Sarah, Sheffield. May 23. Branson & Son, Sheffield
 HARBOROUGH, MARY ELIZA, Countess of, Exmouth. June 24. Smith & Co, Crediton
 HARRIS, RACHEL, Draytham, Glamorgan. June 1. Lewis, Cardiff
 LIVERIDGE, JOHN, Bexley, Coach Maker. May 21. Marsh, Fen et, Fenchurch st
 LONGWORTH, HUGH, Manchester. June 30. Dixon, Manchester
 MAKIN, JOHN, Liverpool, Stationer. June 15. Seaman, Liverpool
 MARRYAT, CATHERINE, Belgrave rd, South Belgravia. June 2. McEllan, Bedford row
 METHVEN, JAMES, Hadlow, Kent, Beerhouse Keeper. May 31. Stanning, Tonbridge
 MORETON, HIRAM, Dudley, Worcester, Innkeeper. May 18. Smith & Leech, Derby
 NEWTON, MARY, South Side, Clapham Common. June 11. Langham, Dartlett's bldgs, Holborn
 NICHOLAS, ROWLAND HENRY, Newport, Mon, Esq. June 1. Davis & Lloyd, Newport, Mon
 NORMAN, WILLIAM, Ashow, Warwick, Farmer. June 24. Field & Sons, Leamington
 PUCKRIDGE, HENRY, Bulkington, Wilts, Farmer. May 31. Marshall, Devizes
 RICHARDS, CHRISTIAN, York st, Chorlton on Metlock, Manchester. June 30. Dixon, Manchester
 RICHARDSON, GEORGE, Penrith, Cumberland, Straw Merchant. April 20. Hardinge, Penrith
 SCOTT, GEORGE, Hodley, Northumberland, Retired Innkeeper. June 1. Batty, Hexham
 SKILTON, WILLIAM, Burton on Trent, Farmer. June 1. J & W J Drowry, Burton on Trent
 SIMON, ELIZABETH, Teignmouth, Devon. June 8. Honey, Aldermanbury, Finsbury's inn
 SLINGSBY, EDITH ELIZABETH, Salcombe Regis, Devon. May 31. Summers, Finsbury's inn
 SMITH, JOSEPH, New John st West, Birmingham, Licensed Victualler. June 1. Ansell & Ashford, Birmingham
 SMITH, LEIGH URURCHILL, Tonbridge Wells, Esq. June 15. Alleynes & Walker, Tonbridge Wells
 SMYTH, MARY, Tonbridge Wells. June 15. Alleynes & Walker, Tonbridge Wells
 STALLARD, JAMES, Bath. June 1. Dixon, Bristol
 STREET, HENRY GEORGE, Birmingham, Licensed Victualler. June 1. Ansell & Ashford, Birmingham
 TOWNBROW, WILLIAM WALDOCK, Spencer st, Canonbury, Traveller. June 1. Tippetts & Son, Maiden lane
 WATKINS, WILLIAM, Scarborough, Ironfounder. May 14. Drawbridge & Rowntree, Scarborough
 WARD, JONATHAN, Derby, Fitter. May 18. Smith & Leech, Derby
 WARE, JOHN, Holwell, Dorset, Esq. May 31. Dashwood, Sturminster Newton
 WHITEHEAD, ANN, Scarborough. May 18. Birdall & Cross, Scarborough
 WOOLLEY, ROBERT FRANCIS, Newport, Mon., Esq. June 1. Davis & Lloyd, Newport, Mon.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH ON NORMAN & STACY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 50 wholesale firms. Offices, 75, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 2, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 6.

RECEIVING ORDERS.

AUSTIN, EDWARD, Kidderminster, Commission Agent. Kidderminster. Pet April 7. Ord April 7
 BRADGLEY, HENRY WILLIAM, South st, Park lane, Gent. High Court. Pet Dec 11. Ord March 29
 BLOW, JOHN, Peckham Rye, Van Proprietor. High Court. Pet April 18. Ord May 3
 BOHMER, ARTHUR, Beak st, Regent st, Grocer. High Court. Pet April 18. Ord May 3
 BROWN, ROBERT, Ely, Farmer. Peterborough. Pet May 2. Ord May 5
 BUSWELL, ALFRED, Sulby, Northampton, Ale Agent. Leicester. Pet May 2. Ord May 3

CHERRY, FRANCIS WILLIAM, Copthall bldgs, Stockbroker. High Court. Pet April 2. Ord May 3
 CHIFFIN, JON, Glastonbury, Somerset, Grocer. Wells. Pet May 3. Ord May 3
 COLLINS, THOMAS, Aberystwith, Cardigan, Ironmonger. Aberystwith. Pet May 2. Ord May 3
 COSGROVE, HIRSH, Old Sergeants' inn, Chancery lane, Solicitor. High Court. Pet March 1. Ord April 5
 COWAN, DANIEL, Distington, Cumberland, Station Master. Whitehaven. Pet May 2. Ord May 3
 COX, EDWARD BURTON, EDWARD JOSHUA COX, and EBENEZER COX, Westbourne gr, Bayswater, Drapers. High Court. Pet May 3. Ord May 3
 DAVIES, DANIEL, Swansea, Tailor. Swansea. Pet May 2. Ord May 2
 DIXON, THOMAS GRIFFIES, Nant Hall, Flint, Esq. Bangor. Pet May 4. Ord May 4
 DOBNEY, ROBERT LEWIS, North Malvern, Worcestershire, Carriage Proprietor. Worcester. Pet May 2. Ord May 2
 ELLIS, EDWARD BLEWETT, Newquay, Cornwall, Boot Manufacturer. Truro. Pet May 2. Ord May 2
 ENTHOVEN, H. C., New Bond st, Dealer in Works of Art. High Court. Pet March 2. Ord May 4
 EVANS, HARRY KING, Whitehall place, Clerk. High Court. Pet May 4. Ord May 4
 FOSTER, ISAAC HALSTEAD, Bradford, Mattress Manufacturer. Bradford. Pet May 4. Ord May 4
 FRIENDLANDER, EDWARD JULIUS, Wool Exchange, Coleman st, Merchant. High Court. Pet April 15. Ord May 4
 FROST, WALTER ISAAC, Mawry rd, Stoke Newington, Boot Salesman. High Court. Pet May 3. Ord May 3
 GODWIN, JOHN, Watton, Brecon, Baker. Merthyr Tydfil. Pet May 4. Ord May 4
 HARTLAND, WILLIAM, Awtie, Gloucestershire, Farmer. Gloucester. Pet May 4. Ord May 4
 HERR, WILLIAM, Brick lane, Bethnal Green, Draper. High Court. Pet April 19. Ord May 4
 HILL, JOHN, Leeds, Leather Dealer. Leeds. Pet May 2. Ord May 2
 HULLY, RICHARD, Lancaster, Ale Merchant. Preston. Pet May 3. Ord May 3
 HUNT, JOHN, Aldham, Essex, Builder. Colchester. Pet May 2. Ord May 2
 JACQUES, ALFRED WILLSON, Mowale, Leicestershire, Hay Dealer. Leicester. Pet May 2. Ord May 2
 KENWORTHY, LEWIS, Bewdley, Worcestershire, Licensed Victualler. Kidderminster. Pet April 19. Ord April 19
 LUNDY, JAMES FREER, Weelsby, Lincolnshire, Nautical Instrument Maker. Great Grimsby. Pet May 3. Ord May 3
 MANKENELL, BENJAMIN JACKSON, Norton, Derbyshire, Traveller. Sheffield. Pet May 3. Ord May 3
 ORCHARD, ARTHUR BISHOP CAREY, Ebbw Vale, Mon, Chemist. Tredegar. Pet May 4. Ord May 4
 PARR, ALFRED, Reading, no occupation. Reading. Pet April 17. Ord April 30
 PRITCHETT, JOHN, Birmingham, Builder. Birmingham. Pet May 3. Ord May 3
 RICHARDS, THOMAS, Main ter, Kytwick's lane, Highgate, Confectioner. Birmingham. Pet May 2. Ord May 2
 RICHARDS, WILLIAM, Norton Canes, nr Cannock, Baker. Walsall. Pet May 3. Ord May 3
 RICHARDSON, TITUS JOHN, Edge Hill, nr Liverpool, Boot Factor. Liverpool. Pet May 2. Ord May 2
 RICHES, JOHN, Woodalling, Norfolk, Butcher. Norwich. Pet May 2. Ord May 2
 SMITH, JOHN ALFRED, Falcon rd, Battersea, Cheesemonger. Wandsworth. Pet April 25. Ord April 25
 STIDDER, JAMES GEORGE, Southwark Bridge rd, Hairdresser. High Court. Pet May 3. Ord May 3
 TIME, JOHN, Barrow in Furness, Builder. Ulverston and Barrow in Furness. Pet April 22. Ord May 4
 WILLIAMSON, JAMES, York, Glass Dealer. York. Pet May 3. Ord May 3
 WILSON, SARAH ANN, and CHARLES EDWARD FORBROOKE, Water lane, Lower Thames at, Shipping Agents. High Court. Pet April 13. Ord May 2

The following amended notice is substituted for that published in the London Gazette of April 19.

COLLINS, VICTOR EMILIAN MICHAEL, Coatham, Yorks, out of business. Stockton on Tees and Middlesbrough. Pet April 14. Ord April 14

FIRST MEETINGS.

AUSTIN, EDWARD, Kidderminster, Commission Agent. May 13 at 2. Miller Corbet, solicitor, Kidderminster
 BROWN, EDWIN ORRILL, Burton on the Wolds, Leicester, Farmer. May 14 at 12. 28, Friar lane, Leicester
 BUSWELL, ALFRED, Sulby, Northampton, Ale Agent. May 17 at 12. 28, Friar lane, Leicester
 COWAN, DANIEL, Distington, Cumberland, Station Master. May 17 at 12. Off Rec. 31, Duke st, Whitehaven
 DAVIES, DANIEL, Swansea, Tailor. May 16 at 11. Off Rec. 6, Rutland st, Swansea
 DAVIES, EVAN, Merthyr Tydfil, Licensed Victualler. May 13 at 3. Off Rec, Merthyr Tydfil
 DOBNEY, ROBERT LEWIS, North Malvern, Carriage Proprietor. May 17 at 11. Off Rec, Worcester
 ELLIS, WILLIAM HENRY, Graham rd, Hackney, Cabinet Maker. May 13 at 12. 84, Cany st, Lincoln's inn
 HUNT, JOHN, Aldham, Essex, Builder. May 18 at 10. Townhall, Colchester
 JACKSON, GEORGE, New Cle, Lincoln, Fisherman. May 13 at 12.30. Off Rec, 3, Haven st, Gt Grimsby
 JACQUES, ALFRED WILLSON, Mowale, Leicester, Hay Dealer. May 18 at 12. 28, Friar lane, Leicester
 JONES, WILLIAM ELLIS, jun, Haverfordwest, Printer. May 13 at 11. Off Rec, 11, Quay st, Carmarthen
 KAY, JOHN HENRY, Banbury, Musical Instrument Dealer. May 11 at 11.30. Off Rec, 1, St Aldates, Oxford
 KEMP, CORNELIUS, Flashet lane, Essex, Manager. May 13 at 11. Bankruptcy bldgs, Lincoln's inn
 KENWORTHY, LEWIS, Kidderminster, Licensed Victualler. May 13 at 2.15. Miller Corbet, solicitor, Kidderminster
 LAYTON, EDWARD, Sheffield, Boot Dealer. May 17 at 12. Off Rec, Figtree lane, Sheffield
 LOCKITT, CHARLES CLAYTON, Croydon. May 13 at 3. 109, Victoria st, Westminster
 MARR, WILLIAM, Oudworth, nr Barnsley, Yorks, Engine Driver. May 16 at 11. 31, Andrew's chbrs, 22, Park row, Leeds
 NEEDHAM, JAMES GOODRICK, Sheffield, Watchmaker. May 17 at 1. Off Rec, Figtree lane, Sheffield
 NICHOLSON, JAMES, Southsea, Draper. May 16 at 1. 106, Queen st, Portsea
 NICHOLSON, JOHN YOUNGER, Stockton on Tees, Grocer. May 13 at 11. Off Rec 3, Albert rd, Middlesbrough
 PALMER, THOMAS WILLIAM GASCOIGNE, Cheltenham, Dental Surgeon. May 14 at 2.30. County Court, Cheltenham

PIKE, THOMAS, Westminster Bridge rd, Tailor. May 13 at 2.30. 38, Carey st, Lincoln's inn
 PRICKETT, THOMAS, Milford Haven, Grocer. May 13 at 2. Off Rec, 11, Quay st, Cardiff
 RICHES, JOHN, Wood Dalling, Norfolk, Butcher. May 14 at 11. Off Rec, 8, King st, Norwich
 SARNLEY, SAMUEL EDWARD, Queen's rd, Peckham. May 13 at 12. 38, Carey st, Lincoln's inn
 SPURR, THOMAS, King's Lynn, Norfolk, Ironfounder. May 13 at 10. Court house, King's Lynn
 STOW, JOSEPH HOLGATE, Keighley, Leeds, Shop Manager. May 13 at 11. Off Rec, 31, Manor row, Bradford
 TAYLOR, RICHARD CARTER, Oxford st, Licensed Victualler. May 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 THOMAS, RICHARD, Penylon, Carn, Farmer. May 20 at 11. Madryn Arms, Chwilog
 TOFT, ELL, Youlgreave, Derbyshire, Blacksmith. May 14 at 3. Rutland Arms Hotel, Bakewell
 WESTON, THOMAS, Gt Wakering, Essex, Butcher. May 14 at 10.50. Shirehall, Chelmsford
 WILLIAMSON, JAMES, York, Glass Dealer. May 17 at 12. Off Rec, 17, Blake st, York
 WORMS, CARL EDWARD, Charlton, Kent, Engineer's Draughtsman. May 13 at 12. 109, Victoria st, Westminster

ADJUDICATIONS.

AUSTIN, EDWARD, Kidderminster, Commission Agent. Kidderminster. Pet April 7. Ord April 15
 DAVIES, DANIEL, Swansea, Tailor. Swansea. Pet May 2. Ord May 2
 DIXON, THOMAS GRIFFIES, Nant Hall, Flintshire, Esq. Bangor. Pet May 4. Ord May 4
 ELLIS, EDWARD BLEWETT, Newquay, Cornwall, Boot Manufacturer. Truro. Pet May 2. Ord May 2
 FOSTER, ISAAC HALSTEAD, Bradford, Mattress Manufacturer. Bradford. Pet May 4. Ord May 4
 FREEMAN, JOSEPH, Wincanton, Somersetshire, Boot Manufacturer. Yeovil. Pet April 12. Ord May 3
 GODWIN, JOHN, Watton, Brecon, Baker. Merthyr Tydfil. Pet May 4. Ord May 4
 HILL, JOHN, Leeds, Leather Dealer. Leeds. Pet May 2. Ord May 2
 HILLCOT, CHARLES HENRY, Liverpool, Mariner. Liverpool. Pet March 1. Ord May 2
 HUDSON, ROBERT BOULTON, Leeco, nr Ulverston, Farmer. Ulverston and Barrow in Furness. Pet April 23. Ord May 2
 HULLY, RICHARD, Lancaster, Ale Merchant. Preston. Pet May 3. Ord May 3
 HUNT, JOHN, Aldham, Essex, Builder. Colchester. Pet May 2. Ord May 2
 HUTCHINSON, JOHN, Bingham, Notts, Farmer. Nottingham. Pet April 6. Ord May 4
 LEWARMON, ELIAS ROBERT, Fulbeck, Lincolnshire, Grocer. Nottingham. Pet April 18. Ord May 3
 LUNDY, JAMES FREER, Weelsby, Lincolnshire, Nautical Instrument Maker. Gt Grimsby. Pet May 3. Ord May 3
 MANKENELL, BENJAMIN JACKSON, Norton, Derbyshire, Traveller. Sheffield. Pet May 3. Ord May 3
 NICHOLS, THOMAS, Leicester, Plasterer. Leicester. Pet April 16. Ord April 30
 ORCHARD, ARTHUR BISHOP CAREY, Ebbw Vale, Mon, Chemist. Tredegar. Pet May 4. Ord May 4
 PIRKETT, GEORGE RICHARD, Chichester, Tailor. Brighton. Pet April 15. Ord May 4
 RICHARDS, THOMAS, Main ter, Kytwick's lane, Highgate, Confectioner. Birmingham. Pet May 2. Ord May 2
 RICHARDS, WILLIAM, Norton Canes, nr Cannock, Staffordshire, Baker. Walsall. Pet May 3. Ord May 3
 RICHARDSON, TITUS JOHN, Edge Hill, nr Liverpool, Boot Factor. Liverpool. Pet May 2. Ord May 2
 RICHES, JOHN, Wood Dalling, Norfolk, Butcher. Norwich. Pet May 3. Ord May 3
 SHAN, JOHN AUCHMEDDAN BAIRD, Pump ct, Temple, Barrister. High Court. Pet March 18. Ord May 2
 SIMON, S. H., Muscovy ct, Tower Hill, Drysalter. High Court. Pet Dec 17. Ord May 4
 SMITH, THOMAS TAYLER, Circus pl, Finsbury, Surveyor. High Court. Pet Mar 10. Ord May 4
 SNOW, RICHARD CHARLES PEARCE, Catherine ct, Seething lane, Merchant. High Court. Pet March 1. Ord May 2
 SPENCE, THOMAS SAMUEL, Lombard st, Financial Agent. High Court. Pet Jan 31. Ord May 2
 TIME, JOHN, Barrow in Furness, Lancashire, Builder. Ulverston and Barrow in Furness. Pet April 22. Ord May 4
 WATTS, EDWARD, St James's pl, St James's. High Court. Pet Feb 10. Ord May 2
 WELLS, CHARLES, Wavertree, nr Liverpool, Gent. Liverpool. Pet April 6. Ord May 2
 WILLIAMSON, JAMES, York, Glass Dealer. York. Pet May 2. Ord May 3

The following Amended Notice is substituted for that published in the London Gazette of April 19.

COLLINS, VICTOR EMILIAN MICHAEL, Coatham, Yorks, out of business. Stockton on Tees and Middlesbrough. Pet April 14. Ord April 14

London Gazette.—TUESDAY, May 10.

RECEIVING ORDERS.

RENT, JOHN ALFRED, Leicester, Joiner. Leicester. Pet May 4. Ord May 4
 BROTHERS, WILLIAM, St. Anne's on the Sea, Lancs, out of business. Preston. Pet May 5. Ord May 5
 BRYANT, EDWARD, Tunbridge Wells, Furniture Dealer. Tunbridge Wells. Pet May 6. Ord May 6
 BURN, CHARLES WESTLEY, Morden rd, Blackheath, Civil Engineer. Greenwich. Pet May 5. Ord May 5
 BUTTERWORTH, JAMES, Cleggswood, nr Littleborough, Lancs, Gresss Manufacturer. Oldham. Pet May 6. Ord May 6
 COATS, THOMAS, Leeds, Bookseller. Leeds. Pet May 5. Ord May 5
 COOPER, JOHN GREGORY, Chatteris, Cambs, Veterinary Surgeon. Peterborough. Pet May 6. Ord May 6
 DAWBER, JOHN, Scarborough, Auctioneer. Scarborough. Pet May 7. Ord May 7
 DEAN, SAMUEL, Clockheaton, Yorks, Cabinet Maker. Bradford. Pet May 6. Ord May 6
 DEVAL, THOMAS, Haver, nr Edenbridge, Kent, Farmer. Tunbridge Wells. Pet April 20. Ord May 5
 FITTOCK, EDWIN J., Long Acre. High Court. Pet March 26. Ord May 4
 FOULKES, FOULK WILLIAM, Llanddeiniolen, Carnarvonshire, Butcher. Bangor. Pet May 6. Ord May 6
 FORD, WILLIAM, Duffield, Derbyshire, Labourer. Derby. Pet May 4. Ord May 5

FRENCH, ELIZABETH, Brighton, Lodging House Keeper. Brighton. Pet May 7. Ord May 7.
 HARRISON, JOHN, Bedford hill, Balham, no occupation. Wandsworth. Pet April 5. Pet May 5.
 HEATON, JAMES, Barking rd, Canning Town, Tailor. High Court. Pet May 5. Ord May 6.
 HOLDER, RICHARD, Leominster, Innkeeper. Leominster. Pet May 5. Ord May 5.
 JONES, GEORGE WINTER, Soho, Staffordshire, Iron Merchant. Oldbury. Pet May 5. Ord May 5.
 MASTERS, JOHN, Sittingbourne, Barge Builder. Rochester. Pet May 5. Ord May 5.
 MAYNARD, HENRY N., and HENRY JOHN COOKE, Westminster chambers, Victoria st. Engineers. High Court. Pet April 31. Ord May 5.
 MOODY, WALKER, Great Grimsby, Lincolnshire, Smack Owner. Great Grimsby. Pet April 19. Ord May 4.
 MOORE, JAMES, Abergavenny, Mon, Wheelwright. Tredegar. Pet May 5. Ord May 5.
 NICHOLS, FREDERICK CHARLES, Fountain ct, Aldermanbury, Warehouseman. High Court. Pet May 5. Ord May 5.
 NIXON, GEORGE TOOTH, LUTHER NIXON, and JOSEPH GILBERT BANKS, Rugeley. Ironfounders. Stafford. Pet May 7. Ord May 7.
 PALFREY, JOHN HENRY THOMAS, Cardiff, Photographer. Newport, Mon. Pet May 5. Ord May 5.
 PITCHFORTH, MARY ANN, Birkdale, Lancashire, Lodging-house Keeper. Liverpool. Pet May 6. Ord May 6.
 ROBERTSON, ROBERT ARTHUR, Great Grimsby, Smack Owner. Great Grimsby. Pet May 4. Ord May 5.
 ROGERS, THOMAS, Upton on Severn, Worcestershire, Baker. Worcester. Pet May 7. Ord May 7.
 SCHOFFIELD, SAMUEL ROBERT, Coleman st, Financial Agent. High Court. Pet March 30. Ord May 5.
 SHEPHERD, HERBERT, Great Yarmouth, Grocer. Great Yarmouth. Pet May 5. Ord May 5.
 SMITH, THOMAS BULMER, Leeds, out of business. Leeds. Pet May 7. Ord May 7.
 THOMAS GEORGE, Newport, Mon, Grocer. Newport, Mon. Pet May 7. Ord May 7.
 TINSLEY, WILLIAM, Catherine st, Strand, Publisher. High Court. Pet May 5. Ord May 5.
 TOWELL, JANE, Newton Abbott, General Shop Keeper. Exeter. Pet May 5. Ord May 5.
 TRIM, R. C., Walton on Thames, Contractor. Kingston, Surrey. Pet March 28. Ord April 15.
 TURNER, ROBERT HENRY, Plymouth, Fish Buyer. East Stonehouse. Pet May 7. Ord May 7.
 TURNER, THOMAS, Carlisle, General Dealer. Carlisle. Pet May 5. Ord May 5.
 VINE, RICHARD MAYLE WHICHELO, Lothbury, Clerk. High Court. Pet April 23. Ord May 5.
 WAGSTAFF, MARTHA, Sheffield, Draper. Sheffield. Pet May 5. Ord May 5.
 WALLACE, WILLIAM, Aldersgate st, Paper Merchant. High Court. Pet May 5. Ord May 5.
 WALLWORTH, HENRY, Margate, Coach Builder. Canterbury. Pet May 4. Ord May 4.
 WATSON, ORRICK HENRY, Dover, Draper. Canterbury. Pet May 7. Ord May 7.
 WOOD, CHARLES, York, Builder. York. Pet April 30. Ord May 5.

FIRST MEETINGS.

BENT, JOHN ALFRED, Leicester, Joiner. May 18 at 11. 25, Friar lane, Leicester.
 BROTHERS, WILLIAM, St Anne's on the Sea, Lancs, out of business. May 17 at 2.30. County Court, Blackburn.
 BROWN, ROBERT, Ely, Cambs, Farmer. May 26 at 12. County Court, Peterboro'.
 BUTTERWORTH, JAMES, Oleggswood, nr Littleborough, Lancs, Grease Maker. May 19 at 3.30. Townhall, Rochdale.
 CADDELL, AROBHAID WILLIAM, Clackenwell green, Licensed Victualler. May 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 CAIN, GEORGE, sen, St Neots, Innkeeper. May 23 at 10. 6, St Paul's sq, Bedford.
 CHADERTON, WILLIAM, Newton Heath, Lancs, General Dealer. May 17 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.
 CHIFFERS, JOE, Glastonbury, Somerset, Grocer. May 13 at 2.30. Off Rec, Bank chbrs, Bristol.
 CLARKE, JAMES CARVER, Plaistow, Essex, Engineer. May 13 at 2.30. 30, Carey st, Lincoln's inn.
 CLAYBURN, JOHN, Gt Grimsby, Hairdresser. May 15 at 1. Off Rec, 3, Haven st, Gt Grimsby.
 COLLINS, THOMAS, Aberystwith, Cardiganshire, Ironmonger. May 17 at 2. Townhall, Aberystwith.
 DAVIES, WILLIAM, Birmingham, Corn Merchant. May 19 at 11. Off Rec, Birmingham.
 DAVIS, WILLIAM, Hershham, Surrey, Farmer. May 20 at 1.30. Bear Hotel, Esher.
 ELLIS, EDWARD BLEWETT, Newquay, Cornwall, Boot Manufacturer. May 19 at 2. Off Rec, Boscowen st, Truro.
 ESKRIDGE, ROBERT CROFT, and RICHARD JACKSON ESKRIDGE, Seaforth, Lancashire, Builders. May 17 at 2. Off Rec, 35, Victoria st, Liverpool.
 FARRELL, WILLIAM, Bancoore, Cheshire, Builder. May 20 at 11.30. Court House, Upper Bank st, Watlington.
 FORD, ERNEST CLAUDIUS BRAMLEY, Carleton rd, Kilburn, out of business. May 17 at 2.30. 33, Carey st, Lincoln's inn.
 FORD, WILLIAM, Duffield, Derbyshire, Labourer. May 19 at 12. Off Rec, St James's chbrs, Derby.
 FOSTER, ISAAC HALSTEAD, Bradford, Mattress Manufacturer. May 17 at 12. Off Rec, 31, Manor row, Bradford.
 GLASLEY, WILLIAM JAMES, and JAMES BRIZELL, Liverpool, Commission Merchants. May 30 at 2. Off Rec, 35, Victoria st, Liverpool.
 HARTLAND, WILLIAM, Ayr, Gloucestershire, Farmer. May 17 at 2.30. Off Rec, Gloucester.
 HILL, JOHN, Leeds, Leather Dealer. May 19 at 11. Off Rec, 22, Park row, Leeds.
 HUMPHREY, JOHN SWIFT, Left st, Horne hill, Schoolmaster. May 19 at 11. Bankruptcy bldg, Lincoln's inn.
 HUTCHINSON, JOHN, and HENRY HUTCHINSON, Mark lane, Homp Merchants. May 17 at 11. Bankruptcy bldg, Lincoln's inn.
 IVORY, HENRY JOSEPH, Copenhagen st, Caledonian rd, Bookbinder. May 19 at 11. 33, Carey st, Lincoln's inn.
 KEMPTON, EDWARD, Mackney rd, Shore-ditch, Red Manufacturer. May 19 at 12. 35, Carey st, Lincoln's inn.
 LEECH, WILLIAM FRITHCHEARD, Beckley, Kent, Builder. May 19 at 11. 26, Carey st, Lincoln's inn.
 MANN, SAMUEL THOMAS FORBES, Morley, Yorks, Butcher. May 17 at 11. Off Rec, Bank chbrs, Bailey.
 MARTINE, JOHN, Sittingbourne, Barge Builder. May 19 at 11.30. Off Rec, High st, Rochester.
 MOORE, SAMUEL, Houndsditch, Clothier. May 17 at 12. Bankruptcy bldg, Lincoln's inn.
 O'HARA, McNEILL SHAW, and HENRY WILCOX, Millwall, Paint Manufacturers. May 19 at 12. Bankruptcy bldg, Lincoln's inn.
 ORCHARD, ARTHUR BISHOP CLAREY, Ebbw Vale, Mon, Chemist. May 19 at 12. Off Rec, 12, Merthyr Tyddal.
 PALFREY, JOHN HENRY THOMAS, Cardiff, Photographer. May 19 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.
 PAYNE, WILLIAM, Bedford, Whitesmith. May 25 at 11. 3, St. Paul's sq, Bedford.
 PRABSON, REUBEN GEORGE, Forest Gate, Corn Chandler. May 17 at 12. 33, Carey st, Lincoln's inn.
 POWELL, RICHARD, City Garden row, Idlington, out of business. May 19 at 12. 33, Carey st, Lincoln's inn.
 PRYOR, GEORGE, and ALFRED PRYOR, High st, Tottenham, Builders. May 17 at 11. Bankruptcy bldg, Lincoln's inn fields.
 RICHARD, WILLIAM, Norton Canes, nr Cannock, Baker. May 23 at 10.45. Off Rec, Wal-sall.
 RICHARDSON, TITUS JOHN, Edge Hill, nr Liverpool, Boot Factor. May 19 at 2. Off Rec, 35, Victoria st, Liverpool.
 ROBINSON, GEORGE, Birmingham, Plumber. May 20 at 11. Off Rec, Birmingham.
 ROGERS, THOMAS, Upton on Severn, Worcestershire, Baker. May 21 at 11. Off Rec, Worcester.
 SMITH, GEORGE WILLIAM, Bradford, Soap Manufacturer. May 17 at 11. Off Rec, 31, Manor row, Bradford.
 SNOW, RICHARD CHARLES PEACOCK, Catherine ct, Seething lane, Merchant. May 18 at 12. 33, Carey st, Lincoln's inn.
 THOMAS, GEORGE, Newport, Mon, Grocer. May 21 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.
 THOMAS, SIDNEY, Godolphin rd, Shepherd's Bush, Jeweller. May 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 THOMAS, WILLIAM, Nantygasse, nr Amlwch, Anglesey, Farmer. May 19 at 1. Queen's Head Cafe, Bangor.
 TOWELL, JANE, Newton Abbott, Devon, General Shop Keeper. May 19 at 11. Off Rec, 18, Bedford circus, Exeter.
 TURNER, THOMAS, Carlisle, General Dealer. May 17 at 12. Off Rec, 24, Fisher st, Carlisle.
 UNDERWOOD, CHARLES, Drury lane, Grocer. May 17 at 11. 33, Carey st, Lincoln's inn.
 WALLWORTH, HENRY, Margate, Coachbuilder. May 19 at 11.30. Bankruptcy bldg, Lincoln's inn.
 WELLS, CHARLES, Wavertree, nr Liverpool, Gent. May 17 at 9. Off Rec, 35, Victoria st, Liverpool.
 WHITE, SAMSON, Hurlingham rd, Fulham, Manufacturers' Agent. May 18 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 WOOD, CHARLES, York, Builder. May 17 at 1. Off Rec, York.

The following Amended Notice is substituted for that published in the London Gazette of May 2.

JONES, WILLIAM, Bangor, Plumber. May 20 at 2. Off Rec, Chester

AJUDICATIONS.

BALL, WILLIAM, Worcester, Milliner. Worcester. Pet Apr 25. Ord May 5.
 BLAIRS, EDWARD, Cleckheaton, Yorks, Weaver. Bradford. Pet Apr 21. Ord May 5.
 BLOWE, JOHN, Peckham Rye, Furniture Van Proprietor. High Court. Pet Apr 16. Ord May 6.
 BOSHER, ARTHUR, Beak st, Regent st, Grocer. High Court. Pet Apr 18. Ord May 5.
 BROOK, CHARLES HAMILTON, King's Bench walk, Barrister at Law. High Court. Pet May 16. Ord May 5.
 BROTHER, WILLIAM, St Anne's on the Sea, out of business. Preston. Pet May 5. Ord May 7.
 BROWN, ROBERT, Ely, Cambs, Farmer. Peterborough. Pet May 2. Ord May 6.
 BUNK, CHARLES WESTLY, Blackheath, Civil Engineer. Greenwich. Pet May 5. Ord May 5.
 CHERIE, FRANCIS WILLIAM, Copthall bldg, Stockbroker. High Court. Pet Apr 2. Ord May 5.
 COATS, THOMAS, Leeds, Bookseller. Leeds. Pet May 5. Ord May 5.
 COOPER, JOHN GREGORY, Chatteris, Cambridgeshire, Veterinary Surgeon. Peterborough. Pet May 5. Ord May 5.
 COWAN, DANIEL, Distington, Cumberland, Station Master. Whitehaven. Pet May 2. Ord May 5.
 CRANFIELD, EDWARD, Henley on Thames, Tailor. Reading. Pet April 14. Ord May 5.
 DAWBER, JOHN, Scarborough, Auctioneer. Scarborough. Pet May 7. Ord May 7.
 DEAN, SAMUEL, Cleckheaton, Yorks, Cabinet Maker. Bradford. Pet May 4. Ord May 5.
 DORINGTON, JOHN, Gracechurch st, Advertising Agent. High Court. Pet Feb 24. Ord May 5.
 FORD, WILLIAM, Duffield, Derbyshire, Labourer. Derby. Pet May 4. Ord May 5.
 FRENCH, ELIZABETH, Brighton, Lodging House Keeper. Brighton. Pet May 6. Ord May 7.
 GEORGE, WALTER, King sq, Clerkenwell, Jeweller. High Court. Pet March 19. Ord May 5.
 HOLDER, RICHARD, Leominster, Innkeeper. Leominster. Pet May 5. Ord May 5.
 MILLS, JOSEPH, and THOMAS MILLS, Cheltenham, Gloucestershire, Fork Butchers. Cheltenham. Pet April 29. Ord May 5.
 MOODY, WALKER, Great Grimsby, Smack Owner. Great Grimsby. Pet April 16. Ord May 7.
 MOORE, JAMES, Abergavenny, Mon., Wheelwright. Tredegar. Pet May 5. Ord May 5.
 NICHOLS, FREDERICK CHARLES, Fountain ct, Aldermanbury, Warehouseman. High Court. Pet May 5. Ord May 5.
 PALFREY, JOHN HENRY THOMAS, Cardiff, Photographer. Newport, Mon. Pet May 5. Ord May 5.
 PAYNE, WILLIAM, Bedford, Whitesmith. Bedford. Pet April 20. Ord May 5.
 PITCHFORTH, MARY ANN, Birkdale, Lancs, Lodging House Keeper. Liverpool. Pet May 6. Ord May 6.
 ROBERTSON, ROBERT ARTHUR, Gt Grimsby, Smack Owner. Gt Grimsby. Pet May 4. Ord May 4.
 SANDER, WILHELM SYLVAN RD, Snarbrook, Ship Broker. High Court. Pet March 16. Ord May 6.
 SHEPHERD, HERBERT, Great Yarmouth, Grocer. Great Yarmouth. Pet May 5. Ord May 5.
 SMITH, GEORGE WILLIAM, Bradford, Soap Maker. Bradford. Pet April 25. Ord May 7.
 SMITH, THOMAS BULMER, Leeds, out of business. Leeds. Pet May 7. Ord May 7.
 THOMAS, GEORGE, Newport, Mon., Grocer. Newport, Mon. Pet May 7. Ord May 7.
 TURNER, THOMAS, Carlisle, General Dealer. Carlisle. Pet May 5. Ord May 5.
 WAGSTAFF, MARTHA, Sheffield, Draper. Sheffield. Pet May 5. Ord May 5.
 WALTON, JOHN, Sheffield, Plasterer. Sheffield. Pet April 7. Ord May 5.

WALLWORTH, HENRY, Margate, Coachbuilder. Canterbury. Pet May 4. Ord May 4.
WATSON, OSBORN HENRY, Dover, Draper. Canterbury. Pet May 7. Ord May 7.
WELFORD, JOHN, Highgate Hill, Dairyman. High Court. Pet March 31. Ord May 6.
WELLES, JOSEPH, Lewes, Saddler. Lewes and Eastbourne. Pet April 9. Ord May 5.
WELLWOOD, ROBERT, Wigan, Grocer. Wigan. Pet April 31. Ord May 5.

ADJUDICATION ANNULLED.

HARDMAN, BENJAMIN, Milnrow, Lancs, Innkeeper. Oldham. Adjud Feb 7. Annul May 4.

SALES OF ENSUING WEEK.

May 17.—Messrs. **DEREKHAM, TAYLOR, FARMER, & BRIDGEWATER**, at the Mart, at 3 p.m., Leasehold Shops and Dwelling Houses (see advertisement, April 30, p. 4).
 May 18.—Messrs. **EDWIN FOX & BOWFIELD**, at the Mart, at 2 p.m., Freehold and Reversionary Property (see advertisement, May 7, p. 4).
 May 18.—Messrs. **FABERBROTHER, ELLIS, CLARE, & CO.**, at the Mart, at 2 p.m., Leasehold Ground-Rent (see advertisement, May 7, p. 4).
 May 18.—Messrs. **FABERBROTHER, ELLIS, CLARE, & CO.**, at the Mart, at 2 p.m., Leasehold Property (see advertisement, May 7, p. 4).
 May 18.—Messrs. **E. & F. SWAIN**, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, p. 4).
 May 19.—Messrs. **BEADLER & CO.**, at the Mart, at 1 p.m., Freehold Property (see advertisement, May 7, p. 4).
 May 19.—Mr. **WALTER KNIGHT**, at the Mart, at 1 p.m., Freehold Properties (see advertisement, May 7, p. 4).
 May 20.—Messrs. **ELLIS & SON**, at the Mart, at 2 p.m., Freehold Building Site (see advertisement, May 7, p. 4).
 May 20.—Messrs. **ELLIS & SON**, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 7, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALLEN.—May 1, at Sloane-street, the wife of Wilfred Baugh Allen, barrister-at-law, of a son.
BELL.—May 1, at Cromwell-road, S.W., the wife of William James Bell, barrister-at-law, of a daughter.

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ALSO for HIRE ONLY.

BOHN.—May 6, at Holland-road, Kensington, the wife of Henry Bohn, barrister-at-law, of a son.

BROOKS.—May 1, at Beesborough-gardens, S.W., the wife of William James Brooks, barrister-at-law, of a son.

CAPARN.—May 3, at Petersfield, the wife of Thomas Caparn, solicitor, of a daughter.

COLLIS.—April 30, at Cults, Aberdeen, the wife of J. Younger Collis, advocate, of a daughter.

HATTON.—May 3, at Darnley-road, W., the wife of Frederick Hatton, of Strand, solicitor, of a daughter.

MARSDEN.—May 3, at Grosvenor-road, S.W., the wife of Reginald G. Marsden, barrister, of a son.

MERTON.—March 31, at Wellington, New Zealand, the wife of Andrew Agnew Stuart Merton, barrister-at-law, of a daughter.

SNELL.—April 27, at Dunmow, Essex, the wife of Frederick John Snell, solicitor, of a daughter.

STEEL.—April 27, at Liverpool, the wife of Allan Gibson Steel, barrister-at-law, of a daughter.

MARRIAGES.

HILLMAN-EARP.—April 23, at Eastbourne, Arthur Chester Hillman, solicitor, to Edith, daughter of the late William Earp, of Eastbourne.

HUTTON.—April 27, at Gloucester-gardens, Ernest Edward Hutton, of Lincoln's Inn, barrister-at-law, to Evelyn, widow of Amédée Van Den Nest, Belgian Minister at Cairo.

SENIOR.—April 26, at Kirkstall, near Leeds, Percy Haigh Senior, of Nottingham, solicitor, to Kate, daughter of Joseph Sidney Whitwell, of Kirkstall, Yorks.

DEATHS.

SANDLANDS.—May 9, at Sandown, Isle of Wight, Walter Samuel Tollet Sandlands, late of Fenchurch-avenue, solicitor.

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